

KENTUCKY REAL ESTATE COMMISSION

Attn: Kentucky Real Estate Authority
Public Protection Cabinet
Mayo-Underwood Building
500 Mero Street, Second Floor 2NE09
Frankfort, Kentucky 40601
(502) 564-7760

CONDOMINIUM SELLER'S CERTIFICATE

Condominium Certificate concerning Condominium Unit _____, in Building **10410 Forest Garden Ln** of **Forest Garden**

_____, a condominium project, located at **10410 Forest Garden Ln**

(Address), City of **Louisville**, County of **Jefferson**, Kentucky, on

behalf of the condominium owners' association (the Association) by the Association's governing body (the Board).

1. The Declaration ☐ Does ☒ Does not contain a right of first refusal or other restraint that restricts the right to transfer the Unit. If a right of first refusal or other restraint exists, see Section **N/A** of the Declaration.
2. The monthly common expense assessment for the Unit is \$ **300.00** per **Monthly**.
3. There ☐ is ☒ is not a common expense, emergency assessment, or special assessment due and unpaid by the Seller to the Association. The total unpaid amount is \$ **0** and is for **N/A**.
4. Other fee amounts ☐ are ☒ are not payable by Seller to the Association. The total unpaid amount is \$ **0** and is for **N/A**.
5. Capital expenditures anticipated by the Association for the current, and if known, next two (2) fiscal years are \$ **Unknown**.
6. Reserves for capital expenditures are \$ **68,039.93**, of which \$ **0** has been designated for **N/A**.
7. Attached are the current operating budget of the Association and most recent regularly prepared balance sheet and income and expense statement, if any, of the Association.
8. The date of the most current financial report prepared for the Association, pursuant to KRS 381.9197, is **March 31, 2023**.
9. The amount of any unsatisfied judgments against the Association is \$ **0**.
10. There ☐ are ☒ are not any suits pending against the Association or any pending suits in which the Association is named party and the amount in dispute or contest is more than ten thousand dollars (\$10,000). The status of the pending suits (if any) is **N/A**.
11. The Association ☒ does ☐ does not maintain insurance coverage. A ☐ statement describing the insurance maintained by the Association or a ☒ certificate of insurance issued to the Association is attached.

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12. A portion of the condominium ☐ is ☒ is not situated upon a leasehold estate. The remaining term of any leasehold estate that affects the condominium is N/A and the provisions governing an extension or a renewal of the lease are: N/A.

13. The Association ☒ does ☐ does not have pet restrictions.

14. The Association ☒ does ☐ does not have rental restrictions.

10410 Forest Garden Ln, Louisville, KY 40223-6164

(Address of Property)

15. The name, mailing address and telephone number of the Association's authorized agent are:

Name and Phone Number: Jeff Toler 502-473-0003

Mailing Address: 3944 Bardstown Road

Initialed for identification by Buyer(s) _____ and Seller(s) _____

REQUIRED ATTACHMENTS:

1. Operating Budge & any Balance Sheets
2. Insurance Summary
3. Rules and Bylaws of the Association
4. The Declaration other than Plats & Plans

COMMENTS ADDENDUM

For the buyer, \$124 transfer fee payable to: Kentucky Realty
Accounting issues/questions? Call 502-473-0003, ask for Tina Peden

Buyer to pay first month maintenance fee payable to association, due at closing.

Master Deed
Forest Garden

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**THIRD AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

"FOREST GARDEN HOMEOWNERS ASSOCIATION"

A/k/a
FOREST GARDEN PATIO HOMES
Deed Book 7054, Page 0262
FOREST GREEN PATIO HOMES, SECTION NO.1
Plat and Subdivision Book 44, Page 16;
FOREST GARDEN/VILLAGE PATIO HOMES
Deed Book 7028, Page 541;
Jefferson County, Kentucky

THIS THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FOREST GARDEN HOMEOWNERS ASSOCIATION a/k/a FOREST GARDEN PATIO HOMES and a/k/a FOREST GREEN PATIO HOMES, SECTION NO. 1 and a/k/a FOREST GARDEN/VILLAGE PATIO HOMES, (this "Declaration") is made on April 21, 2014, by FOREST GARDEN HOMEOWNERS ASSOCIATION, INC., a Kentucky non-profit corporation.

WITNESSETH:

WHEREAS, The Forest Garden Homeowners Association, Inc. is an incorporated association composed of the owners of all the lots in a certain residential subdivision known as "Forest Green Patio Homes, Section No.1" as shown on Plat of same of record in Plat and Subdivision Book 44, Page 16 and Declaration of Covenants, Conditions and Restrictions of record in Deed Book 7028, Page 0541, all in the Office of the Clerk of Jefferson County, Kentucky (referred to on plat as "Forest Green Patio Homes, Section No.1"); and referred to in the Declaration of Covenants, Conditions & Restrictions as "Forest Garden/Village Patio Homes"; and being Lots 1 through 41 inclusive, as shown on the above referenced plat (the "Property") and

WHEREAS, the abovedescribed Declaration of Covenants, Conditions and Restrictions were amended and restated, of record in Deed Book 7054, Page, 0262, in the office of the Clerk of Jefferson County, Kentucky, and

WHEREAS, The portion of the Forest Green Property described in Plat and Subdivision Book 44, Page 16 and in Declaration of Covenants, Conditions and Restrictions of record in Deed Book 7028, Page 0541, in the office aforesaid, has been completely developed and subdivided into residential buildings/lots as shown on the recorded plat aforesaid; and

WHEREAS, The homeowners have assumed control from the developer of the Homeowners Association on 8 May 2001; and

WHEREAS, The Homeowners Association filed that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions on August 26, 2004, recorded in Deed Book 8475, Page 1; and

WHEREAS, This Third Amendment is necessary to properly amend the Declaration and clarify certain rights to The Forest Green Development Association, Inc., and

WHEREAS, More than seventy-five per cent (75%) of the homeowners have voted approval to amend and restate the prior Declaration of Covenants, Conditions and Restrictions for Forest Garden Patio Homes in the Office of the Clerk of Jefferson County, Kentucky pursuant to Article XI, Section 4 in order to amend the covenants which apply solely to the Forest Garden Homeowners Association.

NOW, THEREFORE, the Forest Garden Homeowners Association, Inc. hereby declares that all of the platted Lots, more fully described on Exhibit A attached hereto and made a part hereof (hereinafter "Property" or Subdivision") are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Covenants, Conditions and Restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each of said buildings/lots. This Third Amended and Restated Declaration of Covenants, Conditions and Restrictions shall replace and supercede all Declarations filed previously and affecting the above defined Property. All of these restrictions shall run with the land and shall be binding upon all the homeowners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the Property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of the homeowners and every one of the homeowners successors in title to any of the Property.

ARTICLE I **Definitions**

Section 1. "Forest Garden Homeowners Association" or the "Homeowners Association" shall mean and refer to Forest Garden Homeowners Association, Inc. a Kentucky non-stock, non-profit corporation, its successors and assigns.

Section 2. "Forest Green Association." shall mean and refer to FOREST GREEN DEVELOPMENT ASSOCIATION, INC. a non-stock, non-profit corporation, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot located within the Forest Garden Homeowners Association, Inc. subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Resident" shall mean and refer to any person, not an Owner, living in the Owner's Dwelling, including lessees.

Section 5. "Property" or "Subdivision" shall mean and refer to the certain real estate described in the plat referenced hereinabove.

Section 6. "Lot" shall mean and refer to any plat of land designated as such upon a recorded subdivision map of the property upon which a Dwelling has been or could be constructed. There are forty (40) Dwelling Lots and one (1) Open Space Area Lots in the Subdivision. Each of the forty (40) Dwelling Lots shall contain one (1) one-family residential Dwelling with two-car minimum attached garage. Each Dwelling shall contain an area which exceeds the exterior face of the foundation wall dimensions of the structure and shall include the Dwelling's side of one-half (1/2) of any party wall dividing a Dwelling structure from any other Dwelling.

Section 7. "Dwelling" shall mean and refer to the individual family living unit on an individual Lot.

Section 8. "Common Area" shall mean the sidewalks and landscaping and improvements located in and around the sidewalks within the Subdivision and the landscaping located in and around the entrance area to the Subdivision as well as other areas of the Subdivision that may be deemed "Common Area" but not including any portion of an Open Space Area or Greenways Area or the access and public utility easement portion deeded to the City of Lyndon.

Section 9. "Open Space Area" shall mean that portion of the Subdivision denoted as "Open Space" and Lot 41 on the plat referenced hereinabove.

Section 10. "Greenways Area" shall mean that portion of the Forest Green Property denoted as "Greenways Area", "Open Space" and Common Area" on the plat of record in Plat Book 45, Pages 72 and 73, in the office aforesaid.

ARTICLE II
Rights in and Maintenance Responsibilities for
Common Area, Open Space Area, and Greenways Area

Section 1. Owners Use and Enjoyment. Every owner shall have the right and easement of enjoyment in and to any Common Area, Open Space Area, and Greenways Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a) The right of the Forest Garden Homeowners Association to dedicate or transfer all or any part of any Common Area and the right of Forest Green Association to dedicate or transfer all or any part of any Greenways Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No Common Area, Open Space Area or Greenways Area shall be dedicated or transferred to a unit of local government without acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission or its successor, Louisville Metro Planning and Design Services. Anything to the contrary herein notwithstanding, the Forest Garden Homeowners Association and the members thereof shall be responsible for the maintenance of the Common Area, and the Forest Green Association and the members thereof shall be responsible for the maintenance of Open Space Area and Greenways Areas so long as the Property is used as a residential subdivision or until properly dedicated to a unit of local government. This Section 1 (a) cannot be amended without approval from the Louisville and Jefferson County Planning Commission or its successor, Louisville Metro Planning and Design Services.
- b) The right of either association to place reasonable restrictions upon the use of any Common Area, Open Space Area or Greenways Area that such association owns or is responsible for maintaining.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the bylaws, his right of enjoyment to any Common Area, Open Space Area, and Greenways Area to his tenants, guests or contract purchasers of the Owner's Lot.

Section 3. Title to Common Area. The Forest Garden Homeowners Association holds title to the Common Area, less the streets deeded to the City of Lyndon, in fee simple absolute as denoted in the plat referenced hereinabove.

ARTICLE III
Forest Garden Homeowners Association, Inc. and Forest Green Development Association, Inc.

Section 1. Forest Garden Homeowners Association. There exists a non-stock, non-profit corporation, known as Forest Garden Homeowners Association, Inc. which shall be responsible for the maintenance of all Common Area and of each Lot and the exterior of each Dwelling as more specifically set forth in this Declaration.

Section 2. Forest Green Association. The Forest Green Development Association, Inc. is a non-stock, non-profit corporation which is responsible for the maintenance of all Open Space Area and Greenways Area within the Forest Green development which includes Lot 41 of the Forest Garden Homeowners Association, Inc. The Forest Garden Homeowners Association is a member of the Forest Green Development Association Inc.

Section 3. Board of Directors. The affairs of each of the associations shall be conducted by a board of directors and such officers as the boards of directors may elect or appoint in accordance with these articles or the bylaws of the applicable corporation. The boards of directors may also appoint committees and managers or other employees and agents who shall, subject to the general direction of the boards of directors, be responsible for the day-to-day operation of the applicable association.

Section 4. The Rules. By a majority vote of the boards of directors of each association may, from time to time adopt, amend and repeal rules and regulations to be known as the "Rules", with respect to all aspects of that association's rights, activities and duties under this Declaration. The Rules may, without limitation, govern use of the Subdivision and any Common Area, Open Space Area or Greenways Area, including prohibiting or restricting the use of any portion of the Subdivision or of any Common Area, Open Space Area or Greenways Area by Owners, Residents or others, interpret this

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Declaration, or establish procedures for operation of each of the respective associations or the administration of this Declaration, or any articles or bylaws, provided that such shall not be inconsistent with this Declaration.. A copy of the Rules, as they may from time to time be adopted, amended or repealed, shall be maintained in the office of the respective associations and shall be available to each Owner upon request.

Section 5. Membership in Associations.

- a. Every Owner of a Lot within the Forest Green Homeowners Association subdivision which is subject to assessment, and defined in Article IV, Section 1, shall be a member of the Forest Garden Homeowners Association, Inc. and through the Forest Garden Homeowners Association be a member of the Forest Green Development Association, Inc. Such Owner and member shall abide by each association's rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of each associations' governing body. Conveyance of a Lot (except conveyance to a mortgagee) automatically transfers membership in each association without necessity of further documents. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.
- b. The Forest Garden Homeowners Association shall be comprised of only one (1) class of membership, that being all of the Owners of Lots in the Subdivision. Every person, group of persons, or entity which is a record Owner of a fee interest in any Lot shall automatically be a member of the Forest Garden Homeowners Association; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record holder of a fee interest in any lot, then the vote for the membership appurtenant to each Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.

Section 6. Maintenance Obligations of the Forest Garden Homeowners Association.

The Forest Garden Homeowners Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, all Common Area, which shall include entranceways, signature entranceways, sidewalks, driveways, storm drains, street signs and recreational facilities located in the Common Area, if any. The Forest Garden Homeowners Association shall also provide exterior maintenance to each Dwelling, including the painting of all exterior building painted (but not stained) surfaces, the repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces (but not including wooden decks, stairways and enclosed porches or patios), including the exterior of doors and windows, and the repair, replacement and care of grass, shrubs, trees and other developer installed landscaping (not including irrigation, fish ponds or other owner installed landscaping, lighting or artifacts) located on the Lots and in any Common Area. Such exterior maintenance shall NOT include the cleaning of windows. In addition the maintenance of exterior lights and fixtures, the inside areas of patios, and mechanical appliances (i.e.: HVAC, garage door openers or antennas) are the responsibility of the homeowner. In the event the need for maintenance or repair of a Lot, Dwelling, or the improvements thereon is caused through the willful or negligent act of a family, guests, invitees or owner-employed contractors or repairmen of the Lot, Dwelling, or improvements thereon needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject unless such maintenance or repair is satisfactorily accomplished at the cost of the owner. Approval by the association of an owners request to modify any exterior building feature does NOT include the assumption of maintenance responsibility by the association; that maintenance responsibility remains with the owner. The Forest Garden Homeowners Association, its directors, officers, employees, agents, or designees are hereby granted in perpetuity a blanket easement in gross over and upon all Lots in the Subdivision, except for the interior of any Dwelling, for the purpose of all exterior property and grounds maintenance. Forest Garden Homeowners Association shall have the right to employ a manager to oversee and implement the Forest Garden Homeowners Association maintenance obligations and any such management fees incurred shall be paid by the Forest Garden Homeowners.

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Association. The Forest Garden Homeowners Association shall also perform the other duties prescribed by this instrument or the Forest Garden Homeowners Association rules and regulations and bylaws.

Section 7. Maintenance Obligations of the Forest Green Association. The Forest Green Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, any Open Space Area and Greenways Area. In the event the need for maintenance or repair of same is caused through the willful or negligent act of the family, guest or invitees of an Owner, the cost of such maintenance shall be added to and become a part of the assessment to which such Lot is subject. Declarant shall have the right to employ a manager to oversee and implement the Forest Green Association's maintenance obligations, and any such management fees incurred thereby shall be paid by the forest Green Association. The Forest Green Association shall also perform the other duties prescribed by this instrument or the Forest Green Associations' rules and regulations.

ARTICLE IV **Covenant For Assessments**

Section 1. Personal Obligation of Assessments. Each Owner of any Lot, except the Forest Garden Homeowners Association, by acceptance of a deed thereof, whether or not it shall be expressed in such deed, is deemed to covenant and agree to pay to the Forest Garden Homeowners Association: (1) the annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. All sums assessed by each association shall be established by using generally accepted accounting principles applied on a consistent basis. All sums assessed by the Forest Green Association shall be collected by the Forest Garden Homeowners Association and paid to the Forest Green Association. The association shall also procure and maintain comprehensive liability, hazard, fire, casualty and such other insurance as it may deem appropriate under the Declaration. Insurance costs shall be part of the annual assessment.

Section 2. Creation of the Lien. The annual and special assessments, together with interest costs and reasonable attorney's fees, and any fines that either association may impose pursuant to Article XI, Section 1, shall be a charge on the Lots 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's fees, shall be also the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them in writing, but such delinquent accounts shall remain a lien upon the Lot subject to foreclosure.

Section 3. Purpose of Assessments. The assessments levied by either association on a Lot shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and Residents in the Subdivision and for the improvement, maintenance, protection and insurance of any Common Area, Open Space Area or Greenways Area and of the Lots and Dwellings situated in the Subdivision. A portion of the assessment shall be forwarded to the Forest Green Association to meet the assessment of that association for maintenance of the Open Space and Greenways Areas..

Section 4. Date of Commencement of Annual Assessments: Due Dates. The annual assessment provided for herein shall be payable monthly and shall commence as to each Owner of a Lot, except Forest Garden Homeowners Association, located within the Subdivision, on the day of initial conveyance of the Lot to the Owner. The first assessment shall be adjusted according to the number of days remaining in the month. At closing, the assessment shall be collected for the month in which the closing occurs and for the immediately following month. The boards of directors of each association shall fix the amount of the annual assessments to be paid by each member against each Lot. At least thirty (30) days in advance of each annual assessment period, written notice of the annual assessment shall be sent to every lot owner. The due dates shall be established by the boards of directors of each association. The Forest Garden Homeowners Association shall upon demand, and for a reasonable charge, be obligated to furnish a certificate signed by an officer of said association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the association as to the status of assessment on a Lot is binding upon the association on the date of its issuance.

Section 5. Uniform Rates of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots, except those owned by the association.

Section 6 Deleted

Section 7. Special Assessments by Forest Garden Homeowners Association for Capital Improvements. In addition to the annual assessments authorized above, the Forest Garden Homeowners Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon any Lot or the Common Area, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting either in person or by proxy at a meeting duly called for such purpose.

Section 8. Notice and Quorum for any Action Authorized under Sections 6 and 7. Upon a member's entitlement to exercise a vote pursuant to this Declaration, written notice of any meeting called for the purpose of taking any action authorized under Sections 6 and 7 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of such members or of proxies entitled to cast two-thirds of all votes of the 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 (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall become delinquent. If an assessment is not paid within ten (10) days after the due date, the assessment shall bear a charge of a) ten percent (10%) of the delinquent amount per month until brought current if the assessment is owed to Forest Garden Homeowners Association; and b) one and one half percent per month (1 ½ %/month) of the delinquent amount per month until brought current if the assessment is owed to Forest Green Development Association. The applicable association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of any Common Area, Open Space Area or Greenways Area or abandonment of his Lot. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but such delinquent accounts shall remain a lien upon the Lot subject to foreclosure.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments and fines provided for in this Article shall be subordinate to the lien of any first mortgage but shall be superior to any second mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to 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 thereof.

ARTICLE V Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Dwellings and placed on the dividing line between the Lots and Dwellings thereon shall constitute a party wall. To the extent not inconsistent with the provisions of this Article, the general rules of law of the Commonwealth of Kentucky regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use. Owners who make use of an interior party wall shall not be entitled to change or alter in any way said party wall. Owners who make use of an exterior party wall shall be entitled to change or alter said party wall only to the extent that all of said Owners who make use of said party wall shall agree and as agreed to by the Association.

Section 3. Destruction by Fire or other Casualty or for Utility Repair. If a party wall is destroyed or damaged by fire or other casualty, the Owner or Owners responsible for the casualty shall be responsible for the repair and cost of repair of same. If one Owner is responsible for same but assumes no responsibility, the other Owner may repair same and recover the cost of restoration thereof in proportion to such use without prejudice, however, to the right of such Owner to call for a larger contribution from the

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other Owner under any rule or law regarding liability for negligent or willful acts or omissions. An Owner shall have a right at reasonable times upon prior notice to enter upon the premises of the other Owner adjoining a party wall or to break through the party wall, or both, for the purpose of repairing or restoring sewer, water, or other utilities, subject to the obligations to restore the wall to its previous structural condition, to pay for such restoration, and to pay the other Owner the amount of any damages negligently caused by such repairing or restoring.

Section 4. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribute Runs with Land. The right of any Owner to a contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, the parties shall be obligated to arbitrate the dispute under the applicable rules of the American Arbitration Association. Unless the parties can agree upon one arbitrator as the rules of the American Arbitration Association otherwise require, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision of the arbitrators shall be by a majority of all the arbitrators and shall be binding on the parties to the dispute.

Article VI **Mortgagee's Rights**

Section 1. Notice of Rights of Mortgagee of a Lot. Upon written request by a mortgagee to the association, a mortgagee of a Lot shall be entitled to receive written notification of any default, not cured within sixty (60) days after its occurrence by the Owner of the Lot of any obligation of the Owner under this Declaration, or of the articles or bylaws of the association. The request for notification can be made by any mortgagee of a Lot, its successor or assign. The notification shall be sent not later than the 90th day after the occurrence of an uncured default.

Section 2. Rights of First Refusal. Any right of first refusal now or hereafter contained in this Declaration or any amendment or modification hereto or otherwise arising in favor of the association or certain Owners shall not apply to or preclude or impair in any way the right of the first mortgagee to (i) foreclose or take title to the Lot pursuant to the remedies provided in its mortgage; (ii) accept a deed or assignment in lieu of foreclosure in the event of a default under the mortgage; or (iii) sell or lease a Lot and Dwelling acquired by the mortgagee.

Section 3. Taxes and Insurance. First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Lot and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Lot.

Section 4. Insurance Proceeds and Condemnation Awards. No provision of this Declaration, or any other document or instrument affecting title to the Property, Common Area or Greenways Area, any Lot or the organization or operation of the association shall give an Owner or any other party, priority over any rights of first mortgagees of Lots within the Subdivision pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking any Common Area, Open Space Area or Greenways Area.

ARTICLE VII **Harmony: Environmental Controls; Use Restrictions**

Section 1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, no building, fence, sidewalk, drive, walk, or other structure plus anything attached to any structure visible from the outside of the structure (including storm doors that may only be full glass with no ornamental grills), shall be erected, placed, altered, or maintained upon the Subdivision nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), general contractor and all subcontractors, and construction schedule shall have been submitted to and approved in writing by the

board of directors of the Forest Garden Homeowners Association, or by any architectural control committee appointed by said board of directors. Refusal of approval of plans, location or specification by said board of directors or architectural control committee may be based upon any ground, including, without limitation, lack of harmony of external design, color, location or relation to surrounding structures and topography and purely aesthetic considerations which, in the sole and uncontrolled discretion of said board of directors or architectural control committee shall deem sufficient. No alterations may be made in such plans after approval by said board of directors or architectural control committee is given except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished said board of directors or architectural control committee for its records.

Section 2. Grading. No lot Owner or Resident shall alter the finished grade of any Lot from that approved as part of the original construction and development of said Lot except in accordance with plans approved by the Board of Directors of the Forest Garden Homeowners Association and applicable government agencies.

Section 3. Use Restrictions.

a) Nuisances. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the Owners.

b) Animals. The maintenance, keeping, boarding, and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Lot situated upon the Subdivision, except that this shall not prohibit the keeping of dogs, cats and/or caged birds or other household domestic pets customary to the area and to a development of the kind as Forest Garden, provided they are not kept, bred or maintained for commercial purposes. Reptiles or wild or exotic animals are prohibited to be kept for any purpose. All animals, when outside of a Dwelling, shall be kept on leash, and their owners shall be responsible for any additional expense incurred by Forest Garden Homeowners Association by reason of damage done by an animal. An Owner shall be responsible for any mess created by his/her pet out of the Owner's Dwelling. No animal shall be boarded or left outside for extended periods of time and each Owner shall control his animal to keep noise to a minimum.

c) Parking of Vehicles.

i) No trailer, recreational vehicle ("RV"), camper trailer, camping vehicle, boat or disabled or junk vehicle shall be parked or kept on any Lot or on any street in the Subdivision for any period in excess of two (2) days in any 365 day period (any portion of a day constitutes a day) unless it can be and is completely enclosed in a garage. No commercial vehicle shall be parked or kept on any Lot or any street in the Subdivision in excess of four hour in any 24 hour period or except when used as part of a temporary construction or repair activity on the Lot. "Commercial vehicle" is defined as a vehicle meeting any one of the following characteristics: (i) having rear dual wheels; (ii) having a design load carrying capacity of more than one ton; (iii) being designed to carry more than nine passengers including driver; (iv) being designed to carry business equipment on or in exterior racks or bins, but not including tool boxes; or advertising a business or containing on its exterior any business information in excess of the business name on the driver's side door of the vehicle.

ii) No Vehicle, motorized or otherwise, including, but not limited to, those set forth on paragraph 3,c,i above, shall be parked overnight on any street or public right-of-way of the Subdivision, and no such vehicle shall be parked at anytime except on a public street, on a legal driveway, or in a garage. No vehicle of an Owner or Resident shall be parked overnight on any portion of the Subdivision except inside of a garage or on a driveway. There shall be no habitation of any vehicle parked anywhere in the subdivision.

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d) Disposal and Collection 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. Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection. This restriction shall not apply during the period of construction of a Dwelling on the Lot provided such Owner makes provisions to retain all rubbish, trash and garbage on that particular Lot.

e) Structures. No trailer, tent, shack, barn, outbuilding or any structure of temporary character, shall be erected or placed on any portion of the Forest Garden Homeowners' Subdivision at any time.

f) Signs. Except for entrance, traffic control and directional signs, no signs of any character shall be erected, posted or displayed upon, in or about any Lot situated in the Subdivision, except as specifically permitted by a written resolution adopted by the board of directors of the Forest Garden Homeowners Association board of directors and providing that Owners shall have the right to place occupant name signs and for sale signs as allowed by applicable zoning regulations. For sale or sold signs must be removed on the day following the closing of the sale of any Lot. The United States flag may be displayed at any time.

g) Clothes Lines, Awnings, Fences and Walls; Tennis Courts; Swimming Pools; Play Equipment.

i) No outside clothes lines shall be erected or placed on any Lot.

ii) No Awnings or similar exterior window coverings shall be installed on a Dwelling.

iii) Except for original construction, no visible fence, hedges or wall, except as provided in the original construction of the subdivision of the Subdivision, shall be constructed in the Subdivision without the prior written consent of the Forest Garden Homeowners Association board of directors or its architectural control committee.

iv) No swimming pools, or tennis courts shall be erected or placed on any Lot. Hot tubs or spas may be placed only on the concrete patio built with original construction.

v) No exterior play equipment and basketball goals shall be erected or placed on any Lot.

vi) Except as allowed by subparagraphs (f), immediately preceding, (j) and (o) hereinbelow, no Owner shall affix anything to any walls or place or construct fences on or surrounding any of the property.

vii) No mailbox or newspaper holder shall be placed anywhere in the subdivision except as selected and approved by the board of directors of the Forest Garden Homeowners Association or its architectural control committee.

viii) No fish ponds may be installed or maintained in the Subdivision without the prior written approval of the location and configuration by the board of directors of the Forest Garden Homeowners Association or its architectural control committee. Upon approval and installation the Owner is responsible for the maintenance and repair of the pond.

h) Interference With Easement. No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of the Subdivision which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard the flow of any drainage channels. No storm water drain, roof downspouts or ground water shall be introduced into the sanitary sewer system.

i) Garages. Garage doors shall normally be maintained in a closed position when not being used for immediate ingress or egress or when working in the garage.

j) Antennae and Receivers. No exterior antennas or satellite dishes for reception or transmission shall be maintained upon any Lot except receiver dishes for direct signal televisions not to exceed twenty-four (24) inches in diameter and then only if such location as same receives the prior written consent of the board of directors of the Forest Garden Homeowners Association or its architectural control committee.

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- k) Inclusion of Plat Restrictions. In addition to the foregoing restrictions, all restrictions as shown on the plat of the Subdivision (as of record in the Plat and Subdivision Book 44, Page 16) are incorporated by reference herein as restrictions of this Declaration.
- l) Single Family Residential Uses. The subdivision has been developed and will be used only for single family residential use. A single family shall consist of any number of persons not to exceed two (2) persons per number of bedrooms of a Dwelling, all of whom (except one person) shall be related by blood, legal adoption, or lawful marriage, occupying a Dwelling and living as one housekeeping unit.
- m) Height and Square Footage of Dwellings. All structures upon the Subdivision shall be restricted to two and one-half (1 ½) stories in height and a minimum square footage of one thousand eight hundred sixty-eight (1,868) square feet.
- n) Plantings and Yard Ornaments. Owners and Residents shall not plant, place or install anything but annuals on the Lots, except as otherwise approved in writing by board of directors of the Forest Garden Homeowners Association or its architectural control committee and except within the patio area where the Owners and Residents shall not plant, place or install anything taller than five (5) feet without the prior written consent of the board of directors of the Forest Garden Homeowners Association or its architectural control committee but where they otherwise shall have control and discretion (to the extent otherwise not prohibited by this Declaration) over what they plant or install. Climbing plants (e.g. vines) are prohibited from being planted where they will climb or attach themselves to the brick facades of any Dwelling or where they obstruct access for any maintenance activity to the exterior of the Dwelling. Vegetable gardens are prohibited outside the patio areas. Lawns, landscaping plants, trees and materials located anywhere in the subdivision that were planted by the developer and/or the Forest Garden Homeowners Association shall be maintained by the association. Landscaping, including any replanting of existing or new plants, trees or materials, must have the approval by the Board of Directors or the Landscaping Committee. A detailed plan of new or replacement landscaping that describes materials used, installation companies/persons and schedule of installation shall be provided to the Landscaping Committee and/or Architectural Control Committee. If approved, the plan becomes a part of the Association's Book of Records. Such additional plantings and materials shall become the maintenance responsibility of the homeowner. Where the homeowner fails to maintain such plantings and the plantings become unsightly, the Forest Garden Homeowners Association may cause the plantings to be maintained or removed and assess the Owner for such charge. An Owner's failure to repay the Forest Garden Homeowners Association within five (5) days after receipt of such statement shall be treated as a no-payment of assessments, and the Forest Garden Homeowners Association shall have all rights and remedies afforded the Forest Garden Homeowners Association in Article IV of this Declaration. Outside landscape lighting of any type or in any location shall require the prior approval of the Forest Garden Homeowners Association.
- o) Holiday Decorations. Holiday decorations, appropriate to the holiday, may be installed but shall be removed promptly after the holiday period has passed.
- p) Leasing. No Owner shall lease a Lot or Dwelling for a period of less than one (1) year.
- q) Streams and Creeks. No person shall swim or bathe in any streams or creeks in the Subdivision.
- r) Duty to Maintain and Rebuild. Owners shall, at their sole cost and expense, repair the interiors of their Dwellings, keeping same in condition comparable to that at the time of initial construction. Every Dwelling shall have proper window coverings (no sheets or other material of a temporary nature) placed over windows within thirty (30) days of occupancy. Without prior written approval of the board of directors of the Forest Garden Homeowners Association, no aluminum foil, tinted or reflector glass or other tinted or reflective material and no interior window coverings that do not have a white backing shall be installed or maintained on any window.

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- i) Owners shall keep their Lots neat and attractive in appearance. Should any Owner fail to do so, then the Forest Garden Homeowners Association may take such action as it deems appropriate in order to make the Lot neat and attractive. An Owner shall, immediately upon demand, reimburse Forest Garden Homeowners Association for all expenses incurred in so doing, together with allowable statutory interest. The Forest Garden Homeowners Association shall have a lien on that Lot and the improvements thereon equal in priority to the lien for assessments provided in Article IV to secure repayment of such amounts. Such lien may be enforced by foreclosure.
- ii) If all or any portion of a Dwelling is damaged or destroyed by fire, or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such Dwelling in a manner that will substantially restore it to its apparent condition immediately prior to the casualty. Alternatively, the Owner shall completely raze the Dwelling and sod or seed the entire Lot until such time as construction of a new Dwelling is begun. (See Article VIII, Section 1 below.)
- s) Business: Home Occupations. No trade or business of any kind shall be conducted in the Subdivision except that of a builder or contractor in connection with the construction or repair of a Dwelling or any Common Area, Open Space Area or Greenways area and except as otherwise permitted under the definition of "home occupation" as set forth in the Development Code for all of Jefferson County, and then only to the extent that the business (i) does not involve clients, patients, or customers who visit the home-based business and (ii) does not involve delivery by vehicles other than traditional home delivery vehicles on a frequency of no greater than once per day. Nothing shall be done thereon that may become an annoyance or nuisance to the neighborhood.
- t) Yard Sales. One yard or garage sale may be conducted each year. Prior written permission for the date of the sale shall be approved by the board of directors of the Forest Garden Homeowners Association.

Section 4. Right of Association to Remove or Correct Violations of this Article. The Forest Garden Homeowners Association may, in the interest of the general welfare of all the Owners and after reasonable notice to the Owner, enter upon any Lot or the exterior of any Dwelling at reasonable hours on any day for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance.

ARTICLE VIII

Insurance: Damage

Section 1. Insurance Required. Each Owner shall insure all improvements, existing or hereafter placed upon its Lot, against loss by fire, tornado, and such other hazards, casualties, and contingencies, and at a minimum in such amounts as the Forest Garden Homeowners Association shall from time to time require. The Owner is solely responsible for any deductible portion of the policy proceeds. Such Insurance shall be made payable to the Owner, or his nominee (which may be any mortgage holder) and, as an additional insured, to the Forest Garden Homeowners Association jointly and copies of such policies issued pursuant to this provision shall be delivered by the owner to the Forest Garden Homeowners Association at the time of the closing of the sale of any Lot. Owner shall, at least fifteen (15) days before the expiration of any policy for any insurance hereinabove required, deliver to the Forest Garden Homeowners Association evidence of a property renewal policy.

Section 2. Obligation to Reconstruct or Repair. If all or any portion of a Dwelling is damaged by fire or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such Dwelling in a manner which shall substantially restore it to its apparent condition immediately prior to the casualty. Such repair or replacement shall conform to this Declaration and shall be treated as an addition, alteration, or improvement under this Article. Upon receipt of the proceeds from insurance received in payment for the damage or destruction of the improvements on any Lot, as first priority, exterior repairs (including restoration of lawns and landscaping) shall be completed and paid for, then any remaining

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balance shall be released by the Forest Garden Homeowners Association and paid to the lot owner or his nominee.

Article IX **Easements**

Section 1. Public and Semi-Public Utility Easements and Right-of-Ways. There shall be and hereby are reserved, whether or not shown upon any subdivision plat of the Property, easements and right-of-way for the benefit of governmental agencies, authorities and instrumentalities and for the benefit of public utilities and for the benefit of each association and the Owners, on, under and through the Property for the ownership, location, use, operation and maintenance, repair and replacement of water, gas, electrical, telephone, cable and other facilities, including lines, pipes, valves, switches and above ground boxes for electrical, telephone and cable equipment, installed at various locations throughout the subdivision as appropriate, and all parts of the a Property may be entered on under reasonable circumstances for maintenance and repair of the aforementioned utilities or facilities. Such easements shall constitute non-exclusive easements for the installation and maintenance of public and private utilities, sewers, drainage and fire protection facilities (including storm sewers, gas and water, phone, cable, electricity and security) and are hereby reserved and granted to public or private utility companies, the referenced associations and any owner whose use and occupancy of a Dwelling is conditioned therefrom for the installation, construction, operation and maintenance of lines, mains, sewers, drains, hydrants, or any appurtenances and facilities installed in connection with any of the foregoing, whether under or above ground, subject to the condition that, following any such construction, installation or maintenance, the area within the utility, sewage and drainage easements involved shall be returned to the condition existing prior thereto at the cost and expense of the party responsible for having any such installations made, construction performed or maintenance done.

Section 2. Utilities Maintenance. All utilities constructed within the utilities, sewage and drainage easements shall be maintained by the applicable association or utility company, whichever is legally responsible except where changes to any of the original developer installed utilities were made by the Owner; the Owner then becomes responsible for any maintenance and repair costs. Utility service to each Lot shall be billed to the Owner thereof without liability on the part of the association. Utility service for the purpose of maintenance of any Common Area, Open Space Area or Greenways Area, and for the safety of residents, shall be billed to the applicable association without liability on the part of the Owners individually, except as may be made part of a Lot Owners regular assessment.

Section 3. Driveway Easement. Lots served by a common driveway shall have an easement upon that portion of the driveway reasonably necessary for ingress, egress and turnaround. Said common driveways shall not be blocked at any time, even temporarily, and the Owner whose rights are interfered with shall be entitled to all remedies otherwise provided for in this Declaration.

Section 4. Overhangs. Every Lot shall have an easement upon that portion of any adjoining Lot reasonably necessary, whether or not shown upon any subdivision plat of the property, for the overhang, including maintenance, repair and replacement thereof, of any and all portions of any original construction improvements on said Lot, which may include but not be limited to cornices, eaves, roofs, windows and stoops.

ARTICLE X **STREETS and SIDEWALKS**

Section 1. Use. All streets within the Subdivision are public streets and are maintained by the City of Lyndon, Kentucky.

Section 2. Snow Removal, Maintenance, Reconstruction or Resurfacing. The Forest Garden Homeowners Association, at the cost and expense of same, shall provide snow removal from, maintenance to and resurfacing or reconstruction of any non-dedicated sidewalks or any non-Metropolitan Sewer District (MSD) storm water drainage facilities included as a part thereof or installed thereunder as it deems necessary or appropriate from time to time within its sole discretion.

ARTICLE XI
General Provisions

Section 1. Enforcement.

- a) These covenants, conditions and restrictions may be enforced by the board of directors of the applicable association or any Owner. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants. In addition to all other amounts due on account of said violation or attempted violation the Violating Party shall be liable to the parties enforcing the covenants and/or restrictions of this Declaration (the "Enforcing Parties") for all reasonable attorney's fees and court costs incurred by the Enforcing Parties. Failure or forbearance by an association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any lawsuit filed to enforce this Declaration by injunction or restraint, there shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach or any attempted violation or breach of any of the within covenants, conditions or restrictions cannot be adequately remedied by action at law or recovery of damages.
- b) In addition to all other remedies of each association, each association shall have the right to assess a maximum fine of \$100.00 per day per violation against any Owner who violates any provision of this Declaration or the articles, bylaws or rules and regulations of same after such Owner has been given notice of the violation and an opportunity to be heard with respect to the violation in accordance with such policies and procedures as may be adopted from time to time by the applicable board of directors or as may be set forth in the bylaws.

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

Section 3. Restrictions Run With Land: Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the applicable association, or the Owners of any Dwelling subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of thirty (30) years from the date of the original recording (June 15, 1998) of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years, unless by a two-thirds (2/3) vote of all members of the association, such covenants and conditions are amended, altered or revoked.

Section 4. Amendment. The Forest Garden Homeowners Association may amend this Declaration (except for provisions hereof specifically applicable to the Forest Green Development Association, Inc.) at any time as long as consistent with the design, scheme and purposes of this Declaration, by an instrument signed by not less than seventy-five percent (75%) of all the votes eligible to be cast by such members after such time as such members are entitled to exercise a vote in the Forest Garden Homeowners Association as described in Article III, Section 5. Any amendment of this Declaration as respects the rights or obligations of the Forest Green Development Association, Inc. shall require, in addition to the foregoing, the consent of that association in accordance with the voting provisions of the Forest Green Development Association, Inc.'s articles and bylaws. Any amendment must be recorded in the Office of the County Clerk of Jefferson County, Kentucky. No such agreement to amend, in whole or in part, shall be effective unless written notice of the proposed amendment is sent to every member at least thirty (30) days in advance of any action taken.

Section 5. Additions. Additional real property, whether owned by Forest Garden Homeowners Association or others, which is not presently a part of the Subdivision may be hereafter added to the Subdivision by Forest Garden Homeowners Association in its sole discretion and made subject to this Declaration. All such additions to the subdivision shall be made by filing an amendment to this Declaration in the Office of the County Clerk of Jefferson County, Kentucky with respect to such additional real property, which shall declare the addition of such real property to the Subdivision and shall extend the scheme of this

Declaration to such additional real property. Upon the filing of any such amendment to this Declaration, the term "Property", as used in this Declaration, shall be automatically deemed modified to include and be a reference to such additional real property, unless otherwise specified therein. Any such amendment to this Declaration extending the scheme of this Declaration to such additional real property may elect and/or as may be necessary to reflect the different character, if any of the additional real property.

Section 6. Rights of Member. Unless at least seventy-five percent (75%) of the eligible votes to be cast by members of an association have given their prior written approval, that association shall not:

- a) by an act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Subdivision or any Common Area, Open Space Area or Greenways Area or improvements located thereon which are owned directly or indirectly by either association for the benefit of the Lots (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Subdivision by the association shall not be deemed a transfer within the meaning of this clause);
- b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;
- c) by act or omission change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the Dwellings, the exterior maintenance of the Dwellings, the maintenance of party walls or common fences, driveways or upkeep of lawns and plantings in the Subdivision;
- d) fail to maintain fire and extended coverage insurance on insurable common property on current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost); or
- e) use hazard insurance proceeds for losses to any Common Area, Open Space Area or Greenways Area for other than the repair, replacement or reconstruction of same.

Section 7. Management and Service Contracts. Any agreement for the professional management of the Subdivision or of any Common Area, Open Space Area or Greenways Area which Forest Garden Homeowners Association has an obligation to maintain may not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee upon reasonable notice.

Section 8. Binding Determination. In the event of any dispute or disagreement with or between any Owner(s) relating to, or of any other dispute, disagreements or questions regarding the interpretation or application of the provisions of this Declaration or the articles or bylaws of either association, the determination thereof (i) by the Declarant (as provided for in the Forest Green Association Declaration of Covenants, Conditions and Restrictions) for the Forest Green Association, so long as Declarant retains control of the Forest Green Association, or (ii) by the board of directors of the applicable association shall be final and binding on each and all such Owners.

Section 9. Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

Section 10. Notices. Except as otherwise provided in this Declaration, any notice to any Owner under this Declaration shall be in writing, shall be effective on the earlier of (i) the date when received by such Owner, or (ii) the date which is three days after mailing (postage prepaid) to the last address of such Owner set forth in the books of the association. The address of an Owner shall be at his Lot (or any of them if more than one) unless otherwise specified in writing to the association. The articles and bylaws of the association shall specify the permissible manner of giving notice for voting and all other association matters for which the manner of giving notices is not prescribed in this Declaration.

Section 11. Governing Law. This Declaration shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the Commonwealth of Kentucky, and suit to enforce any provision hereof, or to obtain any remedy with respect hereto shall be brought in Circuit Court, Jefferson County, Kentucky, and for this purpose each Owner by becoming such hereby expressly and irrevocably consents to the jurisdiction of said court.

IN WITNESS WHEREOF: Roseanne Schaefer as Secretary of Forest Garden Homeowners Association, Inc. and Fred D. Faulkner, as President of Forest Green Development Association, Inc. have caused this Declaration to be executed on this date attesting that the requisite approvals have been

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obtained, and the attached signatures constitute more than 75% of the lot owners of record in the Forest Garden Homeowners Association necessary to approve same.

FOREST GARDEN HOMEOWNERS ASSOCIATION, INC.
A Kentucky Non-Profit Corporation.

s/ Roseanne J. Schaefer
Secretary

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SS

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 12th day of March, 2014, Roseanne Schaefer Secretary of the Forest Garden Homeowners Association, Inc., appeared before me and before me acknowledged that she/he executed and delivered the foregoing instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of The Forest Garden Homeowners Association, Inc.

My Commission expires 6/14/2017

[Signature]
Notary Public, State at Large, Kentucky

FOREST GREEN DEVELOPMENT ASSOCIATION, INC.
A Kentucky Corporation.

s/ [Signature]
Fred D. Faulkner, President

STATE OF KENTUCKY)
COUNTY OF JEFFERSON) SS

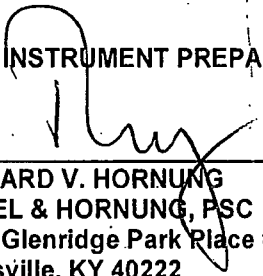
I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 21st day of April, 2014, Fred D. Faulkner, President of Forest Green Development Association, Inc., appeared before me and before me acknowledged that she/he executed and delivered the foregoing instrument as his/her free and voluntary act and deed and as the free and voluntary act and deed of Forest Green Development Association, Inc.

My Commission expires 11/18/2015

[Signature]
Notary Public, State at Large, Kentucky

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THIS INSTRUMENT PREPARED BY:



RICHARD V. HORNUNG
HEBEL & HORNUNG, PSC
6511 Glenridge Park Place #1
Louisville, KY 40222

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Forest Garden Homeowners Association (HOA)
Clarification of Covenants for “Frequent” Homeowner Issues
September 2019 (UPDATE #3)

PURPOSE

Kentucky Realty Property Manager is available to assist you with questions and owner issues. Please refer below to his contact information below.

This updated document hopes to help both charter and new owners understand not only whom to contact for efficient handling of your item, but also to clarify some of the common HOA versus owner responsibilities delineated in our Covenants. Adherence to these Covenants and ongoing maintenance of our property continue to allow for high interest in Forest Garden from both realtors and potential home buyers, thus keeping market value stable.

This document in no way addresses or replaces all rules expressed in our “Covenants, Conditions and Restrictions” document, aka CCRs, that is the controlling document that keeps Forest Garden a beautiful and desirable place to live. Your neighbors, volunteer HOA Board members, have the responsibility of adhering to the contents of the CCRs, for all of our benefit. Each owner is encouraged to be familiar with the contents of the CCRs. If you need a copy of the Covenants (CCRs), please contact Property Manager.

CONTACT INFORMATION FOR OWNER SUPPORT

Property Manager: Darren Harris, KY Realty, dh@kyrealtyonline.net or 812-207-9045. Email is preferred for tracking purposes.

Responsibility Examples: Lot 41; Grounds; modifications to the outside of your home; most exterior (except windows) home issues, i.e., roofs, rotten wood, painting, gutter, water (except irrigation systems); critter issues; maintenance fee payments, as well as requests for internal home maintenance vendor referrals, etc. This means all issues need to be directed to Darren.

COMMON AREAS

- **Mailboxes** – HOA is responsible for maintaining uniform mailboxes and keeping them in good condition. NEW MAILBOXES WITH PAPER HOLDERS WERE INSTALLED SEPTEMBER 2019. No owner maintenance responsibility. **Contact Property Manager.**
- **Front Entrance** – HOA is responsible for maintaining and beautifying on a seasonal and as appropriate basis. **Contact Property Manager.**

- **Lot 41** – Forest Green Development Association (FGDA) maintains the protected, wooded area behind our homes, referred to as Lot 41. Forest Garden HOA pays monthly dues to FGDA as part of the overall Forest Green Development. These dues help with removal of dead trees in Lot 41.

Contact Property Manager.

Owners – As provided in the Binding Elements entered into and enforced by Metro Louisville Planning and Zoning Commission, Jefferson County Metropolitan Sewer District and FGDA, no individual lot owner may alter the landscape of Lot 41, including the trees or other vegetation.

GROUNDS

- **Lawns - HOA** is responsible for mowing, fertilizing and weed control on a regular basis. **Contact Property Manager.**

Owners – Water the lawns at such a frequency to prevent brown grass, as permissible by the local government (i.e., drought conditions).

- **Trees, Shrubs, Plants** – HOA is responsible for developer-installed landscaping, and any association-provided replacements will be maintained (pruned and replaced) by the HOA. This includes the shrubs and trees in front of the garage area, the shrubs in front of the room of your house facing the street, and the trees fronting the street. **Contact Property Manager.**

Owners – Maintenance of current or previous owner-installed landscaping is the responsibility of the current owner. Water all as needed.

- **Mulching** – HOA is responsible for spring mulching and fall fluffing of the mulch in the original landscape area mentioned above. This allows for nice, uniform-looking areas in the front of the homes in our community. **Contact Property Manager.**

Note: Landscaping at the side and back of each home is at the owner's expense and, therefore, maintained by the owner. Such landscaping must not impede grass mowing and/or home maintenance vendor access.

- **Snow Removal** - HOA is responsible for driveway snow removal when accumulation is greater than three (3) inches. **Contact Property Manager.**

EXTERIOR BUILDING MAINTENANCE

- **Roofs** – HOA is responsible for replacing roofs as they wear out due to aging and normal wear and tear. NEW ROOFS WERE INSTALLED JULY 2018. The HOA Property Manager will oversee any and all repairs to roofs, ensuring consideration of the 40-year shingle warranty and the 15-year labor warranty associated with the 2018 new roofs.

Contact Property Manager.

Owners – Maintain homeowners' insurance with Forest Garden Home Owners Association, Inc. named as an Additional Insured. Advise your insurance agent/broker to send a copy of the policy declarations page to Property Manager upon each annual renewal.

Note: Owner is responsible for the deductible portion and any uninsured portion of the cost of repair/replacement of roof caused by casualty loss (any loss or damage resulting from anything other than regular wear and tear, or an act of God).

- **Painting** – HOA is responsible for total painting of exterior trim and gutters on a rotational basis, every seven (7) years, and front doors as necessary. Homes will be inspected annually and touch up painting applied as necessary. **Contact Property Manager.**
Owner – Check wood trim each year and report to Property Manager any areas which appear to need repair and/or paint.
- **Front Storm Door** – Owner is responsible for front storm door repair and/or replacement. Replacement door must comply with glass and trim color addressed in HOA Covenants. **Contact Property Manager**
- **Garage Doors** – Owner is responsible for repair and/or replacement. Replacement door must be same style as original doors (with or without windows) and painted same as wood trim on home. **Contact Property Manager.**
- **Driveways** – Owner is responsible for maintaining (other than snow removal), repairing or replacing the driveway. **Contact Property Manager.**
- **Sidewalks** - The public sidewalks are maintained by the City of Lyndon. **Contact Property Manager.**
- **Streets** – The streets are maintained by the City of Lyndon. **Contact Property Manager.**
Owner – Alert Property Manager to any problem with streets.

- **Patios or Decks** – Owner is responsible for maintenance and repairs of their existing patios and decks.
- **Windows**-HOA is responsible for painting wooden window frames and replacing rotten wood, as necessary. **Contact Property Manager.**
Owner – Owner is responsible for window panes and total window replacements.

GENERAL

- **Parking** – On street parking is not permitted overnight.
- **Garage Doors** – Shall normally remain in a closed position except when entering or exiting, or when working in the garage.
- **Front Exterior Lighting Sconces**- Owner is responsible for maintaining or replacing front lighting sconces at the porch and either side of the garage, consistent with the original design and gold tone finish.
- **Pet Dogs** – Reminder, all dogs in Jefferson County must be on a leash. Also, owner is responsible for picking up dog waste in their own yard, as well as in their neighbors' yards.
- **Modification to Exterior of Home (e.g. Enclosure of patio, change to deck configuration, enclosure of deck, roof over deck, dishes for direct signal television, etc.)** – **Contact Property Manager.** Owner must complete and submit an 'Architectural Review Application' form to Property Manager prior to start of the project. Property Manager will submit to Board for review and will respond to owner Board's decision and/or comments.

Budget Forest Garden

Order: SMSVBVJCG
Address: 10410 Forest Garden Ln
Order Date: 05-01-2023
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Budget Forest Garden

Wednesday, February 22, 2023 11:10

Budget 2023

Date: 1/1/2023 - 12/31/2023

Operating

[illegible]

Budget
Forest Garden

Budget 2023

Date: 1/1/2023 - 12/31/2023

Operating

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Net Income/(Loss)	1,643.91	1,643.91	1,643.91	1,643.91	1,643.91	1,643.91	1,643.91	1,643.91	1,643.91	1,643.91	1,643.91	1,644.03	19,727.04

Income: 144,000.00

Expense: 124,272.96

Total: 19,727.04

Current Unaudited Financial Documents

Forest Garden

Order: SMSVBVJCG
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Forest Garden
Balance Sheet
Transaction 01/31/2023

Operating

Assets

10100	Alliance - Operating	8,453.38
10300	Chase Checking/MM	2,586.98
10400	Capital Reserve/Chase Savings	61,851.48
12000	Accounts Receivable	1,200.00
		<u>74,091.84</u>

Total Assets

74,091.84

Liabilities & Equity

Liability

20100	PrePaid Assessments	300.00
-------	---------------------	--------

Total Liability

300.00

Equity

29000	Members Equity - retained Earnings	69,205.71
	Net Income	4,586.13

Total Equity

73,791.84

Total Liabilities & Equity

74,091.84

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Forest Garden

KR Budget Comparison Standard with Code

Transaction 1/1/2023 To 1/31/2023 11:59:00 PM

	Current Month Operating			Year to Date Operating			Annual
	Actual	Budget	\$ Var	Actual	Budget	\$ Var	
Income							
31000 HOA Fees	12,000.00	12,000.00	0.00	12,000.00	12,000.00	0.00	144,000.00
37000 Interest Income	0.28	0.00	0.28	0.28	0.00	0.28	0.00
37100 chase interest	1.06	0.00	1.06	1.06	0.00	1.06	0.00
TOTAL	12,001.34	12,000.00	1.34	12,001.34	12,000.00	1.34	144,000.00
TOTAL Income	12,001.34	12,000.00	1.34	12,001.34	12,000.00	1.34	144,000.00
Expense							
45500 Gas & Electric Expense	57.07	50.00	7.07	57.07	50.00	7.07	600.00
47000 Water & Sewer	0.00	50.00	(50.00)	0.00	50.00	(50.00)	600.00
56700 Snow Removal	0.00	300.00	(300.00)	0.00	300.00	(300.00)	3,600.00
57400 Grounds/Tree & Shurbs	0.00	833.33	(833.33)	0.00	833.33	(833.33)	10,000.00
57500 Forest Green Assn Dues	236.63	236.63	0.00	236.63	236.63	0.00	2,839.56
57900 Greenscapes Ent/Trees	0.00	250.00	(250.00)	0.00	250.00	(250.00)	3,000.00
58000 Grounds Maintenance Exp	3,958.67	4,583.33	(624.66)	3,958.67	4,583.33	(624.66)	55,000.00
58100 Roof expense	0.00	41.67	(41.67)	0.00	41.67	(41.67)	500.00
58200 Gutter expense	0.00	666.67	(666.67)	0.00	666.67	(666.67)	8,000.00
58300 Repair & Maintenance	244.47	833.33	(588.86)	244.47	833.33	(588.86)	10,000.00
58400 Painting	525.51	1,125.00	(599.49)	525.51	1,125.00	(599.49)	13,500.00
60300 Christmas Decorations	1,308.04	83.33	1,224.71	1,308.04	83.33	1,224.71	1,000.00
63500 Insurance -Business	0.00	208.33	(208.33)	0.00	208.33	(208.33)	2,500.00
65500 Management Fees	573.20	573.20	0.00	573.20	573.20	0.00	6,878.40
66000 Miscellaneous Expense	0.00	29.17	(29.17)	0.00	29.17	(29.17)	350.00
66100 Welcome Baskets	0.00	12.50	(12.50)	0.00	12.50	(12.50)	150.00
66300 Office supplies	0.00	4.17	(4.17)	0.00	4.17	(4.17)	50.00
66500 Postage/Dplcation Expense	19.62	29.17	(9.55)	19.62	29.17	(9.55)	350.00
67000 Professional/Legal Fee	192.00	166.67	25.33	192.00	166.67	25.33	2,000.00
67100 Secretary of State	0.00	1.25	(1.25)	0.00	1.25	(1.25)	15.00
67200 Donations/Memorial	0.00	4.17	(4.17)	0.00	4.17	(4.17)	50.00
67300 Reserve Study	0.00	250.00	(250.00)	0.00	250.00	(250.00)	3,000.00
68500 Taxes	300.00	24.17	275.83	300.00	24.17	275.83	290.00
70000 Reserve Transfer	993.92	1,200.00	(206.08)	993.92	1,200.00	(206.08)	14,400.00
70100 Reserve Transfer	(993.92)	(1,200.00)	206.08	(993.92)	(1,200.00)	206.08	(14,400.00)
TOTAL	7,415.21	10,356.09	(2,940.88)	7,415.21	10,356.09	(2,940.88)	124,272.96
TOTAL Expense	7,415.21	10,356.09	(2,940.88)	7,415.21	10,356.09	(2,940.88)	124,272.96
Excess Revenue / Expense	4,586.13	1,643.91	2,942.22	4,586.13	1,643.91	2,942.22	19,727.04

Order: SMSVBVJCG
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Order Date: 05-01-2023
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HomeWiseDocs

Insurance Dec Page
Forest Garden

Order: SMSVBVJCG
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Order Date: 05-01-2023
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shepherd Insurance 11420 Bluegrass Pkwy Louisville KY 40299	CONTACT NAME: Ashley Dawson PHONE (A/C, No, Ext): (502) 499-6880 E-MAIL ADDRESS: adawson@shepherdins.com FAX (A/C, No): (502) 499-6947 INSURER(S) AFFORDING COVERAGE INSURER A: QBE Insurance Corporation INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Forest Garden Homeowners Association Inc c/o KY Realty Corp 3944 Bardstown Rd Louisville KY 40218	NAIC #

COVERAGES**CERTIFICATE NUMBER:** 22-23 MASTER CERT**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CAU513294-4	09/22/2022	09/22/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAU513294-4	09/22/2022	09/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employee Dishonesty			CAU513294-4	09/22/2022	09/22/2023	Limit 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The homeowners association consists of 40 units. THERE IS NO PROPERTY COVERAGE FOR RESIDENTIAL BUILDINGS. ASSOCIATION RISK ONLY.

CERTIFICATE HOLDER**CANCELLATION**Forest Garden Homeowners Association Inc
c/o KY Realty Corp
3944 Bardstown Rd.
Louisville

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Oethridge

Articles of Incorporation

Forest Garden

Order: SMSVBVJCG
Address: 10410 Forest Garden Ln
Order Date: 05-01-2023
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456982

ARTICLES OF INCORPORATION
OF
FOREST GARDEN/VILLAGE PATIO HOMES
HOMEOWNERS ASSOCIATION, INC.

RECEIVED & FILED
\$100
8/25 PM 12:39
JB

The undersigned incorporator of Forest Garden/Village Patio Homes Homeowners Association, Inc., has executed these articles of incorporation for the purpose of forming and does hereby form a non-stock, nonprofit corporation under the laws of the Commonwealth of Kentucky in accordance with the following provisions:

ARTICLE I

The name of the corporation is Forest Garden/Village Patio Homes Homeowners Association, Inc.

ARTICLE II

The purpose of the corporation shall be to provide for the maintenance and preservation of the residential lots, streets, and common areas within that certain subdivision known as Forest Garden/Village Patio Homes, a subdivision described in the records of the Louisville-Jefferson County Planning Commission and of record in the Office of the Clerk of the County Court of Jefferson County, Kentucky, and to promote the health, safety and welfare of the residents within the subdivision and any additions thereto as may hereafter be brought within the jurisdiction of the corporation for this purpose and to:

(a) Exercise all the powers and privileges and to perform all of the duties and obligations of the corporation as set forth in certain Declarations of Covenants, Conditions and Restrictions applicable to Forest Garden/Village Patio Homes and recorded in the Office of the Clerk of the County Court of Jefferson County, Kentucky, as the same may be amended from time to time as therein provided;

(b) Have and to exercise any and all powers, rights and privileges which a corporation organized under the nonprofit corporation law of the Commonwealth of Kentucky by law may now or hereafter have or exercise; and

(c) Exercise any other activity necessary, proper, convenient, or desirable in order to fulfill and further the foregoing.

ARTICLE III

The corporation is to have perpetual existence.

ARTICLE IV

The street address of the initial registered office of the corporation in the Commonwealth of Kentucky is 8311 Shelbyville Road, Louisville, Kentucky 40222, and the name of the initial registered agent of the corporation at such address is William B. Bardenwerper, Attorney at Law. The mailing address of the principal office of the corporation 3991 Dutchmans Lane, Suite 400, Louisville, Kentucky 40207.

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Address: 10410 Forest Garden Ln
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ARTICLE V

All owners of record of Lots in Forest Garden/Village Patio Homes shall be members of the corporation, and membership in the corporation shall be limited to such owners of record of Lots. Membership in the corporation shall terminate when a person is no longer the owner of record of a Lot. Subject to the foregoing, admission to and termination of membership and the voting rights of members shall be more particularly governed by the Bylaws for the corporation.

ARTICLE VI

The name and address of the incorporator is William B. Bardenwerper, 8311 Shelbyville Road, Louisville, Kentucky 40222.

ARTICLE VII

The initial board of directors of the corporation shall consist of 3 persons who shall serve until the first annual meeting of the members of the corporation. The names and addresses of said directors are:

<u>Name</u>	<u>Address</u>
Fred D. Faulkner	3991 Dutchmans Lane, Suite 400 Louisville, KY 40207
William T. Hinton	3991 Dutchmans Lane, Suite 400 Louisville, KY 40207
Ronald Lee Hasken, Jr.	3991 Dutchmans Lane, Suite 400 Louisville, KY 40207

At the first annual meeting of the members of the corporation, 3 members of the Board of Directors shall be elected. Thereafter, the affairs of the corporation shall be conducted by a Board of Directors of not less than three persons nor more than the number of persons specified in the bylaws for the corporation.

ARTICLE VIII

A director shall not be liable to the corporation or its shareholders for monetary damages for any act or omission constituting a breach of his duties as a director unless such act or omission (1) is one in which the director has a personal financial interest which is in conflict with the financial interests of the corporation or its shareholders; (2) is not in good faith or involves intentional misconduct or is known to the director to be a violation of law; (3) is a vote for or assent to a distribution made in violation of these articles of incorporation or which renders the corporation unable to pay its debts as they become due in the usual course of business or which results in the corporation's total liabilities exceeding its total assets; or (4) is a transaction from which the director derived an improper personal benefit.

If the Kentucky Revised Statutes are hereafter amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Kentucky Revised Statutes, as so amended. Any repeal or modification of this Article by the shareholders of the

corporation shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

ARTICLE IX

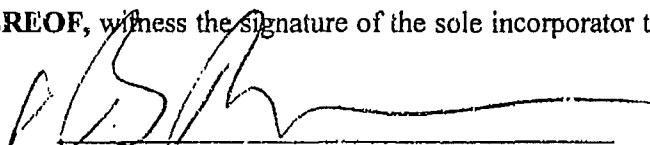
The Corporation shall indemnify any person who was or is a party of, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that she/he is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful; except that with respect to an action by or in the right of the Corporation, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such court shall deem proper. Such indemnification shall be made to the full extent permitted by Kentucky law.

ARTICLE X

The Corporation may enter contracts or transact business with one or more of its directors, officers or stockholders, or with any firm and with which one or more of them are members, or with any corporation or association in which any of them is a stockholder, director or officer, and such contract or transaction shall not be invalidated or affected by the fact that such director, officer or stockholder has, or may have, an interest therein which is or might be adverse to the interests of the Corporation, even though the vote of the director, officer or stockholder having such adverse interest shall be necessary to obligate the Corporation upon such contract or transaction; and no director, officer or stockholder having such adverse interest shall be liable to the Corporation or to any stockholder or creditor thereof, or to any person for any loss incurred by it, or them, under or by reason of, any such contract or transaction; nor shall any such director, officer or stockholder be accountable for any gain or profit realized thereon; PROVIDED, HOWEVER, that such contract or transaction shall, at the time it was entered into, have been a reasonable one and shall have been upon such terms as, at that time, were fair.

Any contract, transaction or act of the Corporation or of the directors which shall be ratified by a majority of a quorum of the stockholders then entitled to vote at any annual meeting or at any special meeting called for such purpose shall, insofar as permitted by law and by these Articles of Incorporation, be as valid and binding as those ratified by every stockholder of the Corporation.

IN TESTIMONY WHEREOF, witness the signature of the sole incorporator this 22 day of May, 1998.



William B. Bardenwerper

COMMONWEALTH OF KENTUCKY

)

) SS:

COUNTY OF JEFFERSON

)

I, the undersigned notary public in and for the State and County aforesaid, do hereby certify that William B. Bardenwerper personally appeared before me and, after having been duly sworn, declared, acknowledged, and verified the foregoing to be the Articles of Incorporation of Forest Garden/Village Patio Homes Homeowners Association, Inc., this 22 day of May, 1998.

My commission expires: 3-13-02

Notary Public, State at Large, Kentucky

~~THIS INSTRUMENT PREPARED BY:~~

William B. Bardenwerper
BARDENWERPER & LOBB, PLLC
 8311 Shelbyville Road
 Louisville, Kentucky 40222
 (502) 426-6688

WBB/May-98/ForestGarden.art
Rev. 5/13/98 10:14 AM

Order: SMSVBVJCG
Address: 10410 Forest Garden Ln
Order Date: 05-01-2023
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BARDENWERPER & LOBB

8311 SHELBYVILLE ROAD • LOUISVILLE, KENTUCKY 40222 • (502) 426-6688 • FAX (502) 425-0561

William B. Bardenwerper
Voice Mail (502) 326-7366
E-Mail: WBB-BARDLOBB@MSN.COM

Associated With:
MacKenzie & Peden, P.S.C.
Suite 650 Starks Building
Louisville, Kentucky 40202

May 22, 1998

Secretary of State
Corporations Division
Capital Building
Frankfort, KY 40601

**RE: Forest Green Development Association, Inc.
Forest Garden/Village Patio Homes Homeowners Association, Inc.**

Dear Sir or Madam:

Enclosed are the originals and two photocopies of the Articles of Incorporation for the above referenced corporations. Also enclosed is a check in the amount of \$16.00 to cover the required filing fee. Please file the original with your office and return the photocopies, stamped "filed", to my attention as soon as possible. If you have any questions, please contact me.

Sincerely,



Alice H. Blackburn
Paralegal

/ahb

AHB/May-98/ForestGreen.L01
Rev. 05/22/98 5:24 PM

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Bylaws

Forest Garden

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This document is currently either not available or not applicable for this association.

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Rules and Regulations

Forest Garden

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