

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
SUNNY SLOPE CROSSING, SECTION ONE
PLAT AND SUBDIVISION BOOK 45 PAGE 67**

JEFFERSON COUNTY, KENTUCKY

THIS AMENDED AND RESTATED DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUNNY SLOPE CROSSING Section One, is made this 9th day of September, 2000, by SUNNY SLOPE CROSSING, INC., a Kentucky Corporation, 8407 Watterson Trail, Louisville, KY 40299 ("Developer").

Whereas, the Developer has acquired a certain tract of land in Jefferson County, Kentucky which is to be developed into a residential subdivision known as SUNNY SLOPE CROSSING and :

Whereas, the Developer has recorded on July 28, 1999 a Declaration of Covenants, Conditions, and Restrictions of Sunny Slope Crossing recorded in deed book 7289 pages 790 through 801 in the Office of the Jefferson County Clerk of said subdivision and now wishes to amend said restrictions by amending Article III Sections 6 and 12 residence construction specifications for Minimum Floor Areas and Tree Requirement and;

Whereas pursuant to Article II, Section 6, developer is entitled to 20 votes for each lot owned and as of this 9th day of September, 2000 Developer is the owner of 21 lots and thus entitled to 420 votes and therefore has full authority to amend the Declarations of Covenants, Conditions and restrictions for Sunny Slope Crossing Section One;

NOW, THEREFORE, Developer does hereby amend and restate the DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS declare that all property described in this instrument, and any property which the Developer may develop may be made subject to the provisions hereof or any portion thereof with the Developer's right to modify these restrictions as they may apply to other properties, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and shall be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

I. REAL PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1. Property.

The real property which is subject to this Declaration is located in Jefferson County, Kentucky, and is more particularly described as follows:

BEING LOTS 1 through 17 and 47 through 61
inclusive as shown on the Plat of the
SUNNY SLOPE CROSSING, Section One of record in Plat
and Subdivision Book 45, Page 67 in the
office of the County Court Clerk of Jefferson
County, Kentucky; and
BEING a portion of the property acquired by
Developer by Deed dated July 14, 1997 as
recorded in Deed Book 7280 Page 509, in the Office of the Clerk aforesaid.

Section 2. Additions to Existing Property.

Additional lands may become subject to this Declaration in the following manner:

(a) Developer intends to make this Section a part of a larger community to be known generally as SUNNY SLOPE CROSSING, which will generally consist of Section One and subsequent additional sections, plats of which will be recorded in the Office of the Jefferson County Clerk. Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this Declaration shall inure to the benefit of the owners of any new lots which may become subjected to this Declaration and the common area allocable to the owners of any new lots shall inure to the benefit of the owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously.

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

II. HOMEOWNERS ASSOCIATION; ASSESSMENTS

Section 1.

The Developer has filed Articles of Incorporation of the , SUNNY SLOPE CROSSING HOME OWNERS ASSOCIATION, INC. ("Association") which, may then be amended from time to time, and when filed and recorded with the Office of the Jefferson County Court Clerk will be so reflected by an amendment to the Declarations of Covenants, Conditions and Restrictions. Every owner of a lot in Section One of the SUNNY SLOPE CROSSING Subdivision (and such other sections which Developer shall in the future by deed restrictions so provided) shall be a member of the Association, and by acceptance of a deed for any lot, agrees to accept membership in, and does thereby become a member of, the Association. Such owner and member shall abide by the Association's by laws, rules and regulations, shall pay the assessments provided for, when due, and shall comply with decisions of the Association's Board of Directors.

Section 2. Purpose of Association.

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The objects and purposes of the Association shall be set forth in its Articles of Incorporation and shall be to serve the common good and general welfare of its members. Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Louisville and Jefferson County Planning Commission. The Homeowner's association cannot amend this restriction without the approval of the Louisville and Jefferson County Planning Commission.

Anything to the contrary herein notwithstanding, the Homeowner's Association and the lot owners shall be responsible for the maintenance of all common space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of government. This provision shall not be amended.

In the event the Homeowners's association fails to maintain the open space, and provided the Homeowners Association does not object, the Homeowner's Association shall convey by easement or fee simple title, the open space portion of Lot 62 to a government or not-for-profit entity to be selected or agreed upon by the owner/developer and the Louisville and Jefferson County Planning Commission. Said conveyance shall occur at the time requested by the staff of the planning Commission.

Section 3. Assessment Uses and Collection.

Any assessments levied by the Association shall be used only for purposes generally benefitting the Association, and shall constitute a lien upon the lot and improvements against which each such assessment is made. This lien shall be subordinate only to the lien of any first mortgage or vendor's lien on the lot and shall be enforceable against the real estate by foreclosure or otherwise.

Section 4. Assessment Period and Amount.

The initial assessment hereunder shall be at a rate no higher than \$144.00 per annum per lot beginning July 1, 1999. If any purchaser shall purchase a lot after July 1, 1999 but before December 31, 1999 they will pay coincident with the purchase a prorated amount based on \$144.00, which will be the assessment for the period ending December 31, 1999. After July 1, 1999 the Board of Directors may from time to time increase or decrease the assessment. Anyone purchasing a lot during an assessment period (JULY 1 - JUNE 30) shall pay coincident with the closing a prorated amount based on the annual fee of \$144.00. The Board of Directors of the Association shall determine the amount of the fee and fix the due date of each assessment. Lot Owners who purchase Lots for the purpose of building a single family residence for a third party (i.e. homebuilders) shall pay based on an annual assessment of \$60.00 per annum per Lot. Developer shall not be subject to any assessments for any lots in Developer's name.

Section 5. Membership.

Until Class B membership ceases and is converted to Class A membership pursuant to Section 6 of this Article II, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefitting SUNNY SLOPE CROSSING, as permitted in this Declaration.

Section 6. Classes of Membership.

The Community Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all lot owners, with the exception of Developer, shall be entitled to one vote for each lot owned.

(b) Class B. The Class B member shall be Developer. Developer shall be entitled to 20 votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) Transfer of control by Developer no later than 20 years from the date of the first lot to a lot owner other than Developer; or

(ii) When ninety percent of the lots which may be developed on the property described in Article I have been sold by Developer.

Section 7. Homeowners Association's Right of Entry.

The Authorized representative of the Homeowners Association or the Board shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot or in the event of any emergency or in connection with the maintenance of, repairs or replacements within the common area, or any equipment, facilities or fixtures affecting or serving other lots or the common area or to make any alteration required by any governmental authority, including the right to enter upon or through any lot for access to any common area for the maintenance and improvements thereof. No lot owner shall damage or change in any way common area or the landscaping thereon.

Section 8. Owners' Easements of Enjoyment.

Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot. The common area means and refers to all non-residential lots and areas which are shown on any recorded final subdivision plat within any portion of SUNNY SLOPE CROSSING made subject to the Homeowners Association.

The right of the Homeowners Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Homeowners Association. Developer may dedicate utility or service easements at its sole discretion.

ARTICLE III - GENERAL PROVISIONSSection 1. Primary Use Restrictions.

No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling designed for occupancy of one family (including a domestic servant living on the premises), not to exceed two and one-half stories in height and having a single kitchen.

Section 2. Approval of Construction, Landscaping and Elevation Plans.

No building, fence, wall, structure, shed, or other improvement shall be erected, placed or altered on any Lot until the construction plans, specifications and a plot plan showing the grade elevation (including front, rear and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of asphalt or concrete) shall have been approved in writing by Developer or by any person or association to whom it may assign the right. Developer may vary the established building lines, in its sole discretion, where no in conflict with applicable zoning regulations.

In addition to the plans referred to in the previous paragraph, a landscape plan and a plan showing the finish grade of the Lot shall be submitted to Developer or any person or association to whom it may assign the right, which shall be approved in writing prior to the beginning of any construction on the Lot.

Section 3. Builder Approval.

The Developer reserves the right of prior approval, in its sole and absolute discretion, of each general contractor, contractor, or subcontractor, builder, or other person or entity (collectively, as so approved, the Builders, and individually, the Builder) who proposes, or is contracted with, hired or otherwise retained by or on behalf of any Owner, to construct a residence or other structure on any Lot, which approval must be obtained prior to the commencement of construction. No Owner, unless an approved builder may construct a residence, or other structure on the Lot. The Developer reserves the right of prior approval because SUNNY SLOPE CROSSING is a community of high aesthetic and construction quality with which SUNNY SLOPE CROSSING name and reputation of the Developer and of that of its affiliated and related entities, shall continue to be associated and identified, and further in an attempt to ensure a) the maintenance of high quality of construction within SUNNY SLOPE CROSSING; b) that the economic value of other Lots in SUNNY SLOPE CROSSING will not be impaired by the construction of residential structures of the same or comparable quality as now exist in SUNNY SLOPE CROSSING; c) the maintenance of the existing high aesthetic quality of SUNNY SLOPE CROSSING.

Disclaimer of Developer. Nothing contained in this Article or otherwise within this Declaration shall constitute or be deemed to be a representation or warranty by the Developer with respect to any matter whatsoever pertaining to any Builder, or of the value or quality of any Lot, or any residence or the warranty, technical sufficiency, adequacy, security, or safety in regard to the approval process of blueprints of any residence, structure or improvement constructed thereon or otherwise within SUNNY SLOPE CROSSING.

Section 4. Building Materials.

The exterior building materials of all structures shall be either brick, stone, brick veneer, stone veneer, or vinyl or a combination of and shall extend to ground level. However, Developer recognizes that the appearance of other exterior building materials (such as wood siding, stucco, drivet, cedar, vinyl or the like) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials. Fronts and sides are required to have only brick or stone or a combination. All materials must be approved in writing

Section 5. Setbacks.

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No structure shall be located on any Lot nearer to the front Lot line or the side street line than front Lot set back of 5 feet as shown on the recorded plat of SUNNY SLOPE CROSSING Subdivision, Section One. Side yard set backs shall total 10 feet for both side yards with a minimum of 5 feet on either side. The minimum building setback lines shown on the recorded plat shall be followed except bay windows and steps may project into side areas by up to eighteen (18) inches.

Section 6. Minimum Floor Areas.

- a) The ground floor area of a one story house shall be a minimum of 1,300 square feet, exclusive of the garage.
- b) The total ground floor area of a one and one-half story house shall be a minimum of 800 square feet for a total square footage minimum of 1,400 square feet.
- c) The ground floor area of a two story house shall be a minimum of 800 square feet for a total square footage minimum of 1,600 square feet.
- d) Basements are not required. Finished basement areas, garages and open porches shall not be included in computing floor area. Any exceptions must be approved in writing by the Developer. Grade on crawls shall be brick to grade maximized to grade depending on the grade of the lot. Larger exceptions to grade on crawls must be approved by the Developer. No houses shall be constructed on slab.
- e) No carport shall be constructed on any Lot in SUNNY SLOPE CROSSING Subdivision, Section One.

Section 7. Roof Pitch.

The roof pitch of any residential structure shall not be less than a plane of 6 inches vertical for every 12 inches horizontal for structures with more than one story, provided, however, the dormers on one and one-half story houses may have a roof pitch of less than 6/12 with the prior written consent of the Developer in its sole discretion. One story structures shall have a minimum plane of 6/12. Developer may require a higher pitch solely for aesthetic reasons.

Section 8. Nuisances.

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

Section 9. Use of Other Structures and Vehicles.

- a) No structure of a permanent or temporary character shall be permitted on any Lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed, it being provided however, that nothing herein contained shall prevent any Lot Owner from constructing, erecting or maintaining any recreational structure (such as a gazebo, small playhouse, swing set, jungle gym or the like) on any Lot Provided that the plans for such shall have been approved in writing by the Developer or any person or association to whom it may assign the right prior to the construction of any such recreational structure.

- b) No outbuilding, trailer, basement, tent, shack, garage, storage building, barn or structure other than the main residence erected on a Lot shall at any time be used as a residence, temporarily or permanently.
- c) No trailer, commercial vehicle, truck (not to include 3/4 ton pick-up trucks or less), camper, trailer, camping vehicle or boat shall be parked or kept on any Lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be parked on any street in the subdivision for a period in excess of twenty-four (24) hours in any one calendar year.
- d) No automobile shall be continuously or habitually parked on any street or public right-of-way in SUNNY SLOPE CROSSING Subdivision, Section One.

Section 10. Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (meaning domestic pets traditionally recognized as such in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the Owner of such pet or shall be restrained by a leash at all times when any such pet shall not be confined to the pet owner's Lot.

Section 11. Landscaping.

Within 60 days after the completion of construction of a residence, the Lot Owner shall grade and sod the front yard and that portion of the side yards to the beginning of the rear yard. All finished grade landscaping must be in accordance with the construction plans approved by Developer and on file with Developer.

Section 12. Tree Requirement.

No Owner can remove any tree from the Lot if the tree is over six (6) inches in diameter unless approved in writing by Developer or by any person or association to whom it may assign the right. Builder must install a minimum of three trees (2 inch caliber) with a minimum of two trees in the front yard one such tree being between the sidewalk and the curb.

Section 13. Mail and Paper Boxes; Hedges and Fences; Swimming Pools; Antennae.

- a) A mailbox and paper holder selected by the Developer will be placed on each Lot at Owner's expenses. If a replacement is needed, the replacement must conform in style to the other mailboxes in the subdivision.
- b) No hedge or fence shall be placed or planted on any Lot unless its design and placement are approved in writing by Developer or by any person or association to whom it may assign the right. Fencing for children, small pets or for swimming pool enclosures may be considered. Fence material to be of wood, masonry or possibly wrought iron, and landscaped. Chain link fences may or may not be approved.
- c) Developer reserves the right to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood fences. Fences placed will be the responsibility of the Home Owners Association for maintenance and repairs.

d) No aboveground swimming pools shall be erected or placed on any Lot from the date hereof unless its design and placement are approved in writing by Developer, or by any person or association to whom it may assign the right, which approval shall be within the sole and absolute discretion of the Developer (or its assignee) and may be arbitrarily and unreasonably withheld.

e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including "satellite dishes" and the like) shall be erected or placed on any Lot unless its design and placement are approved in writing by Developer or any person or association to whom it may assign the right, which approval shall be within the sole and absolute discretion of the Developer (or its assignee) and may be arbitrarily and unreasonably withheld.

Section 14. Clothes Lines.

No outside clothes lines shall be erected or placed on the Lot.

Section 15. Duty to Maintain Property.

It shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from woods and trash, and to keep it otherwise neat and attractive in appearance. Should any Owner fail to do so, then Developer or any person or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the Lot neat and attractive, and the Owner shall upon demand reimburse Developer or other performing party for the expense incurred in so doing.

Section 16. Business: Home Occupations.

No trade or business of any kind shall be conducted on any Lot which may become an annoyance or nuisance to the neighborhood. Notwithstanding this provision, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided the use terminates within one (1) year from completion of the house.

Section 17. Sidewalks.

Each lot owner shall at its own expense and upon completion of a single family dwelling on the lot install a four foot wide sidewalk along the length of all portions of the lot bordering a street.

Section 18. Exterior Lighting.

Any exterior lighting installed on any lot shall be indirect or of such controlled focus and intensity so as not to disturb the residents of adjacent or nearby lots as determined by the Developer.

Section 19. Signs.

No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except Developer shall have the right to erect larger signs when advertising the subdivision. This restriction shall not prohibit placement of occupant's name signs, street numbers and Lot number as allowed by applicable zoning regulations.

Section 20. Driveways.

All driveways are to be concrete driveways or aggregate. This requirement must be complied with before the residence is occupied.

Section 21. Garages.

All residences must have attached two car garages for storage of cars, boats, campers, lawn tractors and other vehicles. The garage shall comply all architectural requirements of the houses and must be approved by the developer or architectural committee before starting construction.

Section 22. Storage of Building Materials.

Building materials shall not be stored on a Lot prior to construction for a period of more than sixty (60) days without prior permission of the Developers.

Section 23. Drainage, Erosion and Sediment Control.

a) It shall be the responsibility of each Lot Owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon or in any street, creek, stream, lake, pond, swale, wetland, other lots or common areas, or otherwise from Lot Owner's Lot upon any other property in SUNNY SLOPE CROSSING Subdivision, Section One. This requirement is in keeping with the Federal Clean Water Act which has been adopted in the Commonwealth of Kentucky and the National Pollutant Discharge Elimination System (NPDES).

b) Developer shall provide each Lot Owner with a detailed drainage plan indicating the direction of drainage for each Lot and Lot Owner shall conform any construction on any Lot to such drainage plan. It shall be the responsibility of each Lot Owner to ensure that the grading of his/her Lot shall comply with the drainage plan. If drainage is blocked or altered the Lot Owner shall be responsible for any costs or expenses to correct problem. It shall be the responsibility of each Lot Owner to prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon any street in SUNNY SLOPE CROSSING Subdivision, Section One.

Section 24. Underground Utility Services.

a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electric (LG&E) point of delivery to owner's building; and title to the service lines shall remain in and the cost of the installation and maintenance thereof shall be borne by the respective Lot Owner upon which said service line is located. Appropriate easements are hereby dedicated and reserved to each Owner, together with the right of ingress and egress over abutting Lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or Lot Owner without the express written consent of LG&E and South Central Bell Telephone Company and their respective successors and assigns.

b) Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including open and drainage space areas) outlined by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement. In consideration of bringing service to the property shown on this plat, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

c) The electric and telephone easements hereby dedicated and reserved to each Lot Owner, as shown on the recorded plat of SUNNY SLOPE CROSSING Subdivision, Section One, shall include easements for the installation, operation and maintenance of cable television service to the Lot Owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communication, telecommunication and energy transmission mediums.

Section 25. Disposal of Trash.

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on the Lot, Owner must remove it within thirty (30) days.

Section 26. Drains.

No storm water drains, roof downspouts or ground water shall be introduced into the sanitary sewer system. Connections on each Lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Section 27. Obligation to Construct or Reconvey.

Within twelve (12) months after the date of conveyance of a Lot without a dwelling thereon, if the Lot Owner has not begun in good faith the construction of a single family dwelling approved as per above, Developer may elect to repurchase any and all Lots on which construction has not commenced for the original purchase price in the deed of said Lot or Lots hereunder, in which event the Lot Owner shall immediately reconvey and deliver possession of said Lot or Lots to Developer by deed of Special Warranty. The obligations, duties and requirements of this Section 21 shall run to and benefit the Developer only, and may be waived or extended by Developer and shall not pass to or extend to the Homeowners Association.

Duty to Repair and Rebuild. Each Owner of a Lot shall, at its sole cost and expense, repair his/her residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

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

Section 28. Limited Access.

There shall be no street connections to adjacent lots.

Section 29. Enforcement.

Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any owner or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

Section 30. Severability.

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

Section 31. Restrictions Run With Land.

Unless canceled, altered or amended under the provisions of Article 1 hereof, or the provision of this Section 3, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of fifteen years from the date this document is recorded. After this time they shall be extended automatically for successive periods of ten years, unless an instrument, signed by a majority of the then owners or the front footage of all lots subject to these restrictions and covenants in whole or in part, is executed and filed of record indicating a shorter extension term of the restrictions. These restrictions may be canceled, altered or amended at any time by the affirmative action of the owners of 75 percent of the lots subject to these restrictions.

Section 32. Amendments to Articles and Bylaws.

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

Section 33. Non-Liability of the Directors and Officers.

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

Section 34. Board's Determination Binding.

In the event of any dispute or disagreement between any owners relating to the property subject to this Declaration, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Board shall be final and binding on each and all such owners.

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WITNESS the signature of Developer by its duly acting Authorized Agent this 9th day of September, 2000.

SUNNY SLOPE CROSSING

SUNNY SLOPE CROSSING, INC.

BY: [Signature]

STATE OF KENTUCKY
COUNTY OF JEFFERSON

I, a Notary Public, in and for the State and County aforesaid, do hereby certify that the foregoing Declaration of Covenants, Conditions, and Restrictions was acknowledged and sworn to before me by Timothy L. Collins as authorized agent of SUNNY SLOPE CROSSING, INC, this 22 day of Sept, 2000, to be _____ his act and deed.

Mr. Commission Expires: 9/5/03

[Signature]
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY

THIS INSTRUMENT WAS PREPARED BY:

[Signature]
Borders & Borders
920 Dupont Road
Louisville, Kentucky 40207
(502) 894-9200

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Deputy Clerk: EVMAY

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