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DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
KEELING PLACE, SECTION 4
PLAT AND SUBDIVISION BOOK 50, PAGE 99
JEFFERSON COUNTY, KENTUCKY

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR KEELING PLACE, SECTION 4, (Declaration) is made on AUG 16, 2005, by Keeling Place, LLC., (Developer), with principal office and place of business at 129 Evergreen Road, Louisville, KY 40243.

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

NOW THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration pursuant to Article I, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

ARTICLE I - PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The real property which is subject to this Declaration is located in Jefferson County, Kentucky and is more particularly described as follows:

BEING LOTS 1 thru 19, and 82 thru 89, and 91 thru 99 inclusive, as shown on Plat of KEELING PLACE, SECTION 4, of record in Plat and Subdivision Book 50, Page 99, in the Office of the Clerk of Jefferson County, Kentucky.

BEING PART OF the same property acquired by Developer by Deed dated November 30, 2000, recorded in the office of the clerk of Jefferson County, Kentucky, in Deed Book 7552, Pages 528, 547 and 552.

Section 2. Additions to Existing Property. Additional residential property and common areas may become subject to this Declaration, or may be annexed to the real property subject to this Declaration, as follows:

(a) Additions in Accordance with a General Plan of Development. Developer intends to make this section containing 36 lots part of a larger subdivision to be developed in accordance with current plans and known as KEELING PLACE. Additional land described in instrument recorded in Deed Book 7552, Pages 528, 547 and 552, in the office of the Clerk of Jefferson County, Kentucky, may be included by Developer as other sections of KEELING PLACE, including certain common properties which may contain recreational facilities.

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 within KEELING PLACE, SECTION 4, which may become subject to the Declaration or a similar set of Deed of Restrictions and any additional lots on other Real Estate which may hereafter be annexed to and made a part of KEELING PLACE, and subject to this Declaration or a similar set of Deed of Restrictions, and the common area allocable to the owners of all such lots, shall inure to the benefits 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 subject to this Declaration simultaneously.

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 the Declaration to such property. The Supplementary Declaration may contain additions and may be necessary to reflect the different character, if any of the added properties and as are not inconsistent with the scheme of this Declaration.

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

ARTICLE II - USE RESTRICTIONS

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

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

Section 3. Use of Other Structures and Vehicles.

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

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

(c) No storage shed, outbuilding, shack, detached garage, or barn shall be permitted on any lot.

(d) No trailer, truck (over 1 ton), motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on

any street in the subdivision. No trailer, truck (over ton), boat, commercial vehicle, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year.

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

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

Section 5. Clothes Lines; Fences and Walls; Tennis Courts; Swimming Pools; Antennae: Satellites Dish, Basketball Goals.

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

(b) No fence of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. No wire or chain link type fence shall be erected or placed on any lot. No fence shall be erected or placed on any lot unless its design and placement are approved by Developer.

(c) No tennis court fence shall be erected on any lot in the subdivision unless the fencing is coated with black or green vinyl. This coated type fence cannot be used as a yard fence, only on the outside of a tennis court.

(d) No above-ground swimming pools shall be erected or placed on any lot in KEELING PLACE. In-ground swimming pools design and placement must be approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonable withheld.

(e) No antennae, except for standard small television antennae, shall be erected or placed on any lot unless its design and placement are approved by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonable withheld.

(f) Satellite dishes must be 18 inch in diameter or smaller. Placement of said dish must be in the rear of home, not visible from the road. Design and placement must be approved by Developer.

(g) All basketball goals must be located behind the building line or the portable type that must be housed in the garage or in the rear of the home when not in use. No basketball goal can be permanently installed in the right of way (between the sidewalk and the curb).

(h) All walls of decorative nature or structural retaining walls must be approved in writing by the developer.

Section 6. Duty to Maintain Lot.

(a) From and after the date of purchase of lot until construction of a single family residence is started, Developer shall have the exclusive right to perform all maintenance on the lot, including but not limited to mowing. Each owner shall be assessed an annual fee payable in January at the rate of $20.00 per month for the first two (2) years following the date the lot owner acquires title to a lot; thereafter, Developer may assess the lot owner at an amount Developer determines necessary to maintain the lot. First year fee is to be prorated date of deed, and payable date of deed.

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

Section 7. Duty to Repair and Rebuild.

(a) Each owner of a lot shall, at its sole cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(b) 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 this apparent condition immediately prior to the casualty.

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

Section 9. Signs. No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, expect one sign for advertising the sale or rent thereon which shall not be greater in area than nine square feet; provided, however, Developer shall have the right to (I) erect larger signs when advertising the subdivision, (ii) place signs on lots designating the lot number of the lots, and (iii) following the sale of a lot, place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

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

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

Section 12. Underground Utility Service.

(a) Each lot owners electric utility service lines shall be underground throughout the length of service line from Louisville Gas & Electrics (LG&E) point of delivery to customers building; and title to the service lines shall remain in and the cost of 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 lot owner, together with right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

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 area) outlined by dash lines and designated for underground and overhead facilities.

Above-ground electric transformers and pedestals may be installed at appropriate points in any electric easements.

In consideration of bringing service to the property subject to this Declaration, 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 KEELING PLACE, 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 terminals 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.

(d) No easements other than those shown on the recorded plat shall be granted to others including roads, sewers, electric, telephone, cable etc.. without written approval from the Developer.

Section 13. Woodland Protection Areas. The Woodland Protection Areas designated on the plat for KEELING PLACE shall be permanently preserved in a natural state. No clearing, grading, or other land disturbing activity shall occur in the Woodland Protection Areas, except supplemental landscape planting, pruning to improve the general health of trees, removing dead or declining trees that pose a health and safety threat, and clearing of under story brush to remove a public health and safety threat.

Any tree or shrub removed in violation of this Deed of Restriction shall be replaced by the person who removed the tree or shrub within thirty (30) days. Trees planted to replace a tree that is improperly removed shall equal the diameter of the removed tree, and shrubs and under story vegetation shall be replaced using native species.

These restrictions may be amended or released only with the prior approval of the Louisville and Jefferson County Planning Commission.

Section 14. Rules for Common Area. The KEELING PLACE Residents Association, Inc. of Jefferson County (the Residents Association) is authorized to adopt rules for the use of the KEELING PLACE common area and such rules shall be furnished in writing to the lot owners.

ARTICLE III - ARCHITECTURAL CONTROL

Section 1. Approval of Construction Plans.

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

(b) Each lot shall have a minimum of one tree (at least 1 1/2 inches in diameter) in the front yard of the lot and an additional decorative, flowering variety tree (at least 1 1/2 inches in diameter) also in the front yard on the lot unless agreed to by the Developer. No tree shall be removed from any lot without the prior written approval of Developer.

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

Section 2. Building Materials; Roof; Builder.

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

right to approve in writing the use of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than a plane of 6 inches vertical for every plane of 12 inches horizontal for structures with more than one story, and a plane of 7 inches vertical for every plane of 12 inches horizontal for one story.

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

(a) The floor area of a one story house shall be a minimum of 1,600 square feet, exclusive of the garage.

(b) The entire floor area of a one and one-half story shall be a minimum of 1,900 square feet, exclusive of the garage.

(c) The entire floor area of a two story house shall be a minimum of 2,200 square feet, exclusive of the garage.

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

Section 4. Setbacks. No structure shall be located on any lot nearer to the front lot line than the minimum building setbacks lines shown on the recorded plat, except bay windows and steps may project into such area, and open porches may project into such area not more than five feet. No structure shall be located on any lot nearer any side lot line or side street line than the minimum building setback lines required pursuant to applicable zoning regulations, which zoning regulation presently provide that no structure shall be located any nearer any such side lines than the distance of five (5) feet on one side and five (5) feet on the other; except bay windows and steps may project into said areas. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 5. Garages; Carports.

(a) All lots shall have at least a two car garage and no detached garages are allowed. Garages, as structures, are subject to prior plan approval under Section 1 of this Article III.

(b) No carport shall be constructed on any lot in KEELING PLACE.

Section 6. Landscaping; Sidewalks; Driveways, Trees.

(a) After the construction of a residence, the lot owner shall grade and sod that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets.

(b) Each lot owner shall cause a sidewalk to be constructed on each lot within one year from the date construction of a residence on 80% of the lots in KEELING PLACE has begun, whether or not the lot owner has begun construction on that particular lot.

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

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

Section 7. Mail and Paper Boxes; Hedges. No mail box, paper holder or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by Developer.

ARTICLE IV - RESIDENTS ASSOCIATION

Section 1. Owners Easement 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 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 any section of KEELING PLACE including without limitation KEELING PLACE from Fern Creek Road, and any other entrance ways to KEELING PLACE, which are constructed in area dedicated for public use, are also or shall become part of the common area subject to maintenance by the Residents Association. The right of enjoyment is subject to the following provisions:

(a) The right of the Residents Association to charge reasonable fees for the maintenance of the common area;

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

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

(d) 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 governmental involved and the approval of the Louisville and Jefferson County Planning Commission. The Homeowners Association cannot amend this restriction without approval from the Louisville and Jefferson County Planning Commission.

Section 2. Delegation of Voting Rights. Any lot owner may delegate, in accordance with the Bylaws,

his voting rights to the common area to the members of his family or contract purchasers who reside on the property. Membership in the Residents Association may not be conveyed separately from ownership in the lot.

Section 3. Residents Associations Right of Entry. The authorized representative of the Residents Association or the Board shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot or in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common 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.

Section 4. Assessments; Creations of the Lien and Personal Obligation. Each lot owner, except Developer, by acceptance of deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Residents Association (i) annual assessments of charges, and (ii) special assessments for improvements, such assessments to be established and collected as provided in this Article IV. Developer shall be responsible for the maintenance costs of the Residents Association by the lot owners, until Developer transfers control of the Residents Association. The annual and special assessments, together with interest, costs and reasonable attorney fees, shall be a charge on the land and shall be continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 5. Purpose of Assessments.

(a) The assessments levied by the Residents Association shall be used exclusively to promote the health, safety and welfare of the residents and in particular for the maintenance of the common areas for this purpose. Including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipments, materials, management and supervision, payment of taxes assessed against the common area, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Residents Association when necessary and such other needs may arise. The Residents Association shall maintain, operate and repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the common areas, open spaces, entrance ways, streets, crosswalks, and medians.

(b) Until Class B membership ceases and is converted to Class A membership pursuant to Section 13 of this Article IV, Developer or its nominee shall administer the assessments and receipts there from, which may only be used for purposes generally benefiting KEELING PLACE, as permitted in this Declaration.

Section 6. Maximum Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be set at a rate not to exceed $200.00 per year per lot. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual

assessment may be increased each year not more than 25% above the maximum assessment for the previous year without a vote of two-thirds of each class of members pursuant to the Bylaws.

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

Section 7. Special Assessments for Improvements. In addition to the annual assessments authorized above, the Residents 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 reconstruction, repair or replacement of any improvement upon the common area. Any such assessment shall have the assent of the members of the Residents Association in accordance with the Bylaws.

Section 8. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all lots except those owned by Developer. The Board of Directors may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a resident.

Section 9. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall begin as to any lot subject to the assessment at the time the lot is occupied as a residence. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when the lot is first occupied as a residence.

Section 10. Effect of Non-payment of Assessments; Remedies of the Residents Association. Any assessment not paid by the due date shall bear interest from the due date at the maximum rate of interest, then allowable by Kentucky law. The Residents Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

Section 11. Subordination of the Lien to First Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. 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.

Section 12. Membership. Developer and every owner of a lot which is subject to an assessment shall be a member of the Residents Association. Such owner and member shall abide by the Residents Associations Bylaws, Articles of Incorporation and rules and regulations, shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Residents Associations Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 13. Classes of Membership. The Residents Association shall have two classes of voting

membership:

(a) Class A. The Class A members shall be all lot owners, with the exception of Developers, and 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 ten 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 sale of the first lot to a lot owner other than Developer; or

(ii) When ninety percent of the lots which may be developed in KEELING PLACE have been sold by Developer.

ARTICLE V - GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be 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 2. Severability. Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 3. Restrictions Run With Land. Unless canceled, altered or amended under the provisions 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 thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of then owners of the front footage of all lots subject to these restrictions has been recorded agreeing to change these restrictions and covenants in whole or in part. 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 with the exception of Article IV, Section I.

Section 4. Maintenance Obligation. Anything to the contrary herein notwithstanding, the KEELING PLACE Residents Association and the lot owners shall be responsible for the maintenance of all open space, private roads, and common areas, so long as KEELING PLACE Subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended.

Section 5. Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Residents Association to amend, from time to time, its Articles of Incorporation and Bylaws.

Section 6. Non-Liability of the Directors and Officers. Neither Developer nor the directors and officers of the Residents Associations 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 Residents

Section 7. Boards 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.

WITNESS the signature of Developer on this 16th day of August, 2005.

Keeling Place, LLC.
Member: Gordon L. Moert

BY: Gordon L Moert member
Gordon L. Moert, Member

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

The forgoing instrument was acknowledged before me on August 16th, 2005, by Gordon L. Moert, Member of Keeling Place, LLC. (Developer)

My Commission Expires: February 19, 2007

Pamela K Ouland
NOTARY PUBLIC

The foregoing instrument was prepared by:

Henry B Mann attorney

Recorded In Plat Book
No. 50 Page 99
Part No. _____

Document No.: DN2005135341
Lodged By: PLANNING & ZONING
Recorded On: 08/16/2005 03:09:32
Total Fees: 30.00
Transfer Tax: .00
County Clerk: BOBBIE HOLSCLAW-JEFF CO KY
Deputy Clerk: YOLLOG2

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