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(THE VILLAS AT ANDOVER)
February 26, 2006

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
LOCHMERE UNIT FOUR, SECTIONS ONE AND TWO
(THE VILLAS AT ANDOVER)**

WHEREAS, (1) a Declaration of Covenants, Conditions and Restrictions for Lochmere Unit Four, Section One (The Villas at Andover) dated August 29, 1990 is of record in Deed Book 1558, Page 5, in the Fayette County Clerk's Office, and (2) a Supplemental Declaration of Covenants, Conditions and Restrictions for Lochmere Unit Four, Section One (The Villas at Andover) and Declaration of Covenants, Conditions and Restrictions for Lochmere Unit Four, Section Two (The Villas at Andover) dated December 18, 1990 is of record in Deed Book 1570, Page 454, in the Fayette County Clerk's Office (said two documents are hereinafter collectively referred to as "the Declaration");

WHEREAS, the Declaration was amended by the affirmative vote or written consent, or a combination thereof, of Voting Members representing 75% or more of the votes of The Villas at Andover Homeowners Association, Inc. ("the Association"), including 75% or more of the votes held by Members other than Miriam Amick Sekhon ("Developer");

WHEREAS, Developer has given her written consent to this amendment to the Declaration;

NOW, THEREFORE, the Declaration is hereby amended and restated in its entirety (this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lochmere Unit Four, Sections One and Two (The Villas at Andover supersedes the Declaration in its entirety) as follows:

ARTICLE I
DEFINITIONS

SECTION 1. "Board of Directors" means the Board of Directors of the Association.

SECTION 2. "By Laws" shall mean the By-Laws of the Association as amended from time to time. All provisions contained in the body of this Amended and Restated Declaration dealing with the administration and maintenance of the Property shall be deemed to be part of the By Laws.

SECTION 3. "Common Areas" shall mean that portion of the Property (including the improvements thereto) not contained in the Lots.

SECTION 4. "Community Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing throughout the Property. Such standard may be more specifically determined and set forth by the Board of Directors or its designee.

SECTION 5. "Lot" shall mean and refer to any numbered parcel of the Property as shown on the plats of The Villas at Andover.

SECTION 6. "Majority" shall mean those votes of the Owners representing more than 50 per cent of the total vote in the Association. Any specific percentage of Lot Owners means that percentage of Lot Owners who in the aggregate are entitled to exercise such specified percentage of the total vote in the Association.

SECTION 7. "Master Land Use Plan" shall mean and refer to the development plan or plans for the Property described on the plats recorded in Plat Cabinet I, Slide 145, and Plat Cabinet I, Slide 212, both in the Fayette County

Clerk's Office, as such map or maps may be amended from time to time.

SECTION 8. "Member" shall mean and refer to every person or entity who holds membership in the Association.

SECTION 9. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, but excluding those having interest merely as security for the performance of an obligation.

SECTION 10. "Person" shall mean any individual, corporation, partnership, joint venture, trustee or other legal entity.

SECTION 11. "Plats" shall mean the final record plats of the Property of record in Plat Cabinet I, Slide 145, and Plat Cabinet I, Slide 219, both in the Fayette County Clerk's Office, showing the number of each Lot and expressing its area, location and other data necessary for identification, as such plats may be amended from time to time.

SECTION 12. "Property" shall mean and refer to that certain real property known as Lochmere Unit Four Sections One and Two (The Villas at Andover) as shown by plats of record in Plat Cabinet I, Slide 145, and Plat Cabinet I, Slide 219, both in the Fayette County Clerk's Office, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 13. "Unit" shall mean and refer to any improved residential lot.

ARTICLE II

THE VILLAS AT ANDOVER HOMEOWNERS ASSOCIATION

SECTION 1. MEMBERS. Every Owner of a Lot which is subject to an assessment shall be a member of the Association. Such Owner and Member shall abide by the By Laws, articles, rules, and regulations and shall pay the assessments provided for in this Amended and Restated Declaration when due and shall comply with decisions of the Board of Directors. Conveyance of a Lot except a conveyance to a trustee under a deed of trust or to a mortgage in a foreclosure, automatically transfers membership in the Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from any Lot which is subject to assessment. No Owner, whether one or more persons, shall have more than one member per Lot owned. In the event an Owner of a Lot is more than one person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse subject to the provisions of this Amended and Restated Declaration and the By Laws. The membership rights of a Lot owned by a corporation or a partnership shall be exercised by the individual in a written instrument provided to the Secretary of the Association subject to the provisions of this Amended and Restated Declaration.

Members shall be all Lot Owners and shall be entitled to one (1) vote for each Lot owned. If more than one person holds an interest in such Lot, the vote for such Lot shall be exercised as the persons determine among themselves and advise the Secretary of the Association prior to any meeting. In the absence of such advice,

the Lot's vote shall be suspended if more than one person seeks to exercise such vote.

SECTION 2. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION.

(a) The Association shall (i) maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas, including without limitation, open spaces, entrance ways, lights, medians, and landscaping located therein; (ii) have the right to construct and maintain ornamental structures, such as fountains, and landscaping together with the right of ingress and egress for the purposes of carrying out that construction and maintenance; and (iii) provide the following specific services to the Owners: lawn mowing, lawn maintenance, leaf collection, and mailbox replacement. Any additional services to be provided shall be determined by a majority vote of all Members.

(b) In addition to the powers and duties otherwise set forth in this Declaration, the Association is authorized and directed to make provisions for the improvements and maintenance of the Common Areas and to adopt rules and regulations and to take such action as is necessary to accomplish the purpose of this Declaration. The Board of Directors of the Association shall propose rules and regulations for adoption by the Members. Written notice of any meeting to consider said rules and regulations or any amendments thereto shall be given in writing at least thirty (30) days in advance and shall set forth the time, place and purpose of the meeting. The presence at the meeting of Members in person or by proxy entitled to cast thirty (30%) percent of all the votes shall constitute a quorum for this

purpose.

ARTICLE III
PROPERTY RIGHTS

SECTION 1. OWNERS EASEMENT OF ENJOYMENT EXCEPTIONS.

Every Lot Owner shall have a right and easement of enjoyment including without limitation the right of vehicular and pedestrian ingress and egress in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot. This right and easement shall also be granted to the Association and the Owner's families, guests, invitees, employees, tenants and contract purchasers.

SECTION 2. TITLE OF COMMON AREAS. The Association shall hold legal title to the Common Areas.

SECTION 3. EXTENT OF OWNERS' EASEMENTS. The rights and easements of use and enjoyment hereby created shall be subject to the following:

- (a) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas from foreclosure;
- (b) The right of the Association to suspend the voting rights of any 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
- (c) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a majority of the Board of Directors of the Association, provided the Owners' easements of ingress and egress and any public utility easements previously established shall not be affected. The

Association may declare utility, service or drainage easements upon, through or under the Common Areas at its sole discretion.

SECTION 4. NO PARTITION. Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in the Property have the right of judicial partition. This Section does not prohibit the Board of Directors of the Association from acquiring title to real tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

SECTION 5. SALE OF COMMON AREAS. No Common Areas shall be sold or otherwise disposed of without first offering to dedicate such area to the Lexington-Fayette Urban County Government. This limitation neither applies to a transfer of the Common Areas to an organization conceived and established to own and maintain the Common Areas as a successor to the Association, nor to the dedication of streets or utility easements as provided in Section 3(c) of Article III. This restriction shall survive any amendment to or cancellation of this Declaration.

ARTICLE IV

ASSESSMENTS

SECTION 1. ASSESSMENTS, CREATION OF THE LIEN AND PERSONAL OBLIGATION. Each Owner, by acceptance of a deed for the Lot whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in Article IV. The annual and special assessments, together with interest, costs and

reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the party who was the Owner of the Lot at the time assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS.

(A) The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents and, in particular, for the acquisition, leasing, improvement and maintenance of Property, services and facilities devoted to this purpose, or for the use and enjoyment of the Common Areas, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the Common Areas, including but not limited to landscaping (trees, shrubs, etc.), common utilities (sprinkler systems, lights, etc.), common signage and the maintenance of the entrance, the procurement and maintenance of insurance in accordance with the By Laws, the cost of providing security for the Property, the employment of attorneys to represent the Association when necessary, and such other needs as may arise, and for the improvement and maintenance of the Common Areas and Lots.

SECTION 3. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the

cost of defraying in whole or in part the cost of any construction, reconstruction or repair or replacement of a capital improvement upon the Common Areas, including fixtures and personal property thereto. Any such assessment shall require the assent of the Members in accordance with the By Laws.

SECTION 4. UNIFORM RATE OF ASSESSMENT. Annual assessments shall be the same for each Lot. Special assessments shall be the same for each Lot.

SECTION 5. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE VILLAS AT ANDOVER HOMEOWNERS ASSOCIATION, INC. Any assessment not paid within fifteen (15) days of the due date shall be subject to a late charge as determined by the Board of Directors of the Association. The 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 attorneys' 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 non-use of the Common Areas or abandonment of his Lot.

SECTION 6. SUBORDINATION OF THE LIEN TO MORTGAGES AND DEEDS OF TRUST. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any Lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such

assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot Owner from liability for any assessments thereafter becoming due or relieve such Lot from the lien for any assessments thereafter becoming due.

ARTICLE V

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 occupancy of one family (including any employees living on the premises), not to exceed two stories in height and containing an attached garage for the sole use of the Owner and occupants of the Unit. All Members shall use their Lots in conformance with all federal, state, and local statutes, ordinances, and regulations.

SECTION 2. MINIMUM SQUARE FOOTAGE REQUIREMENTS. Any residence constructed upon any Lot shall contain a minimum living area measured from the outside of the exterior walls, exclusive of porches, basements, attics, patios and garages as follows:

- (a) The Villas at Andover.
 - (i) One story residence: 1500 square feet on the ground floor;
 - (ii) One and one-half story residence: 1800 square feet;
 - (iii) Two story residence; 2000 square feet.

There shall be no split level or split foyer type construction.

SECTION 3. GARAGES. Each residence shall have an attached garage which shall as a minimum contain sufficient space to accommodate two automobiles. No detached garages shall be permitted.

SECTION 4. 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 5. USE OF OTHER STRUCTURES AND VEHICLES.

(a) No structure, temporary or permanent, including without limitation an out building, trailer, basement, tent, shack, garage, barn, or structure other than the main residence erected on a Lot shall be permitted on any Lot except temporary tool sheds or field offices used by a builder, which shall be removed when construction or development is completed and no such structure shall at any time be used as a residence temporarily or permanently.

(b) Except for vehicles reasonably necessary to be on or about the Lots in the subdivision during construction or alteration of any buildings or other improvements upon a Lot, no trailer, motor home, boat, camper, truck or commercial vehicle shall be parked or kept on any Lot at any time unless housed in a garage. No automobile shall be permitted on the Property unless located in a driveway or housed in a garage. No automobile which is inoperable shall be habitually or repeatedly parked, or kept on any Lot except within an approved enclosed garage. No person shall engage in major car repairs either for himself or others at any time. The Board of Directors shall have the authority to establish additional rules and regulations for the parking of vehicles not inconsistent with the

provisions set out herein.

SECTION 6. 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 (not to exceed two animals per Lot) provided they are not kept, bred or maintained for any commercial or breeding purposes.

SECTION 7. BASKETBALL EQUIPMENT, CLOTHESLINES., GARBAGE CANS, TANKS, ETC. All basketball hoops and backboards, garbage cans, above ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring Lots, streets, and Property located adjacent to the Lot. All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon. No clotheslines shall be permitted on any Lot.

SECTION 8. UNSIGHTLY OR UNKEMPT CONDITIONS. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his Lot. The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly or unkempt conditions, shall not be pursued or undertaken on any part of the Property.

SECTION 9. ANTENNAS. To the full extent allowed by law, exterior antennas, aerials, satellite dishes, and other apparatus for the transmission of

television, radio and/or reception of television, radio or other signals of any kind shall not be placed, allowed or maintained upon any portion of the Property including any Lot, without prior written consent of the Board of Directors or its designee. To the full extent allowed by law, the Board of Directors can require that such exterior antennas, aerials, satellite dishes, and other apparatus be placed in specific locations and/or concealed. The Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Property should any such master system or systems be utilized by the Association and require any such exterior apparatus.

SECTION 10. SUBDIVISION OF LOT. No Lot shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association.

SECTION 11. MAILBOXES. All mailboxes shall satisfy applicable postal regulations and shall conform to specifications established by the Association.

SECTION 12. FENCES. No new or additional fences of any kind shall be permitted on any Lot. Existing fences may be maintained or replaced with fencing of the same type and dimensions, and in the same location. Determinations as to whether said existing fences are being maintained or replaced with fencing of the same type and dimensions, and in the same location shall be made by the Board of Directors. If any existing fence is removed for a period of sixty days and not replaced with fencing of the same type and dimensions, and in the same location, then no fence shall be subsequently permitted at said location.

SECTION 13. SIGNS. No sign of any kind shall be displayed on any Lot except one sign not more than three square feet for advertising such Lot for sale or rent, house numbers and name plates of standard sized determined by the Association; provided, however, no "sold" signs shall be displayed on any Lot.

SECTION 14. COMPLIANCE. All Owners shall comply with and abide by all ordinances and regulations of the Lexington-Fayette Urban County Government.

ARTICLE VI

ARCHITECTURAL AND LANDSCAPE CONTROL

SECTION 1. APPROVAL OF CONSTRUCTION AND LANDSCAPE PLANS.

(a) No building, wall or other structure including a detached garage shall be commenced, erected or maintained upon the Property, nor shall any addition to or change or alteration therein be made to the existing improvements or the existing landscaping on that portion of the Lot contained in the area between the building line and any street frontage until complete plans and specifications showing the nature, kind, shape, color, height, materials and location of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures, landscaping and topography by the Association; nor shall any exterior paint color be changed without approval of the Association (a change in the shade of a color may be made without such approval). The foregoing shall be referred to as Architectural Control. The Architectural Control shall be vested in the Board of Directors or in an architectural committee composed of three or more representatives appointed by the Board. In the event the Board or the Board's designated committee, as the case may be, fails to approve

or disapprove such design and location within thirty (30) days after complete plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

(b) References to "structure" in this paragraph shall include any building (including a garage), wall, antenna and microwave and other receivers and transmitters including those currently called satellite dishes.

(c) The residences to be constructed shall be of a traditional architectural character provided, however, other types of architectural designs may be approved if desirable, in the sole opinion of the Association, in order to take advantage of unusual characteristics of a particular Lot brought about by slopes, location of trees or other unique characteristics. The Association retains the sole right and authority in its discretion to approve or disapprove of the materials utilized in the construction of the improvements (references to improvements in this paragraph are intended to include without limitation the items specified hereinabove in subparagraph (b) and if there is any question as to the all inclusive nature of this covenant, the judgment of the Association in its sole discretion shall control). The roof pitch shall not be less than 8 on 12 unless specifically waived and approved by the Association in writing. One complete set of plans and specifications shall be retained by the Association and the duplicate copy initialed by the Association when approved shall be returned to the Owner.

(d) In addition to and without limitation on the covenants contained in the preceding subparagraphs, a plot plan shall be submitted in duplicate showing the

location of each and every improvement proposed, showing the boundary of the Lot, all easements and building line, floor level elevations, the location and dimensions of all buildings, accessory buildings or structures and any and every improvement and/or alteration to be made. If any trees are proposed to be removed, such removal shall be approved by the Association as required by Article VI, hereinabove, and, if desirable in the opinion of the Association, trees to be removed shall be relocated if reasonably feasible on other portions of the Lot. As construction of the improvements are completed, each Lot shall be landscaped with the minimum number of shade trees in the front yard or the area between the sidewalk and the curb as required by the Lexington-Fayette Urban County Government and the Plat for such Lot.

(e) Any proposed alterations to any of the improvements or additions thereto proposed to be made during the period of construction of the improvements shall be submitted to the Association for approval on the same terms and conditions as herein imposed.

(f) If construction is not begun within one (1) year after approval of the plans by the Association, the approval shall automatically terminate.

(g) The front of any Lot shall be finished, graded and sodded and the sides and rear yard shall be seeded or otherwise planted or landscaped within thirty (30) days after the completion of the main residence provided, however, this period may be extended if the sodding, seeding or planting cannot be accomplished because of inclement weather.

(h) The plans and specifications shall include all details of construction

and materials including without limitation the color of the brick and/or paint to be used on the exterior, and the style of roof shingles. Bedford stone, Tennessee stone or similar stone shall not be permitted unless a photograph or sample of the particular stone has been approved by the Association.

(i) All exterior building materials shall be predominantly brick or stone or a combination of the same, which materials shall extend to the ground level on all sides of the building; provided, however, that windows and doors shall be of standard material; and provided further that the Association may approve other materials than those listed herein, if such approval is given in writing. Harmony among the residences in The Villas at Andover is acknowledged as a goal of all parties.

SECTION 2. EXTERIOR MAINTENANCE. It shall be the duty of each Owner of Property to maintain his Unit, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. The Association, upon approval by a Majority of the Board of Directors, shall be authorized, but not obligated, to perform exterior maintenance upon each Lot and/or Unit which is subject to assessment hereunder as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. In addition, upon the failure of any Lot Owner to comply with any condition or requirement of Article V or this Article, the Association may take such action as is necessary to comply therewith and add the cost of such work to the assessment to which the Lot is subject.

SECTION 3. SETBACKS, BUILDING LINES, ETC. The Lots shall be subject

to all building lines, setbacks including side yard requirements, easements and all restrictions of record pertaining to the Property including those reflected on the Plat. No building Plat shall be varied or modified without the prior written approval of the Association.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. ENFORCEMENT. Enforcement of these restrictions shall be by a proceeding at law or in equity brought by any Owner or by the Association against any party violating or attempting to violate any covenant or restriction either to restrain violations, to direct restoration and/or to recover damages. Failure of any Owner or the Association to demand or insist upon observance of any of these restrictions or to proceed for restraint in 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 or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SECTION 3. RESTRICTIONS RUN WITH LAND. 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 (30) years from the date this document is recorded after which time they shall be extended automatically for successive periods of ten (10) years. These restrictions may be canceled at any time by a written instrument signed by the Owners of seventy-five percent (75%) of the Lots in the Association and recorded in the Fayette County Clerk's Office.

SECTION 4. AMENDMENT. This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of sixty-seven percent (67%) or more of the Members. Any amendment must be recorded in the public records of Fayette County, Kentucky.

SECTION 5. EASEMENTS OF ENCROACHMENT. There shall be reciprocal appurtenant easements of encroachment as between each Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

SECTION 6. EASEMENTS FOR UTILITIES, ETC. There is hereby reserved unto the Association and its designees (which may include, without limitation, Fayette County, Kentucky, and any utility) blanket easements upon, across, over and under all of the Common Area and, to the extent shown on any recorded plat, over the Lots for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, and all utilities, including but not limited to, water, sewers, meter boxes, telephone, gas, and electricity.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property, except as may be approved by the Board of Directors. Should an entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on the Property without conflicting with the terms hereof. The easements provided for this Article shall in no way adversely affect any other recorded easement on the Property.

SECTION 7. RIGHT OF ENTRY. The Association shall have the right, but not the obligation, to enter into any Lot for emergency, security, and safety, which right may be exercised by the Board of Directors, officers, agents and employees, managers, and all policemen, firemen, ambulance personnel, and similarly emergency personnel in the performance of their perspective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board and shall also include the right to enter upon the land comprising any Lot for the purpose of inspecting for compliance with the requirements of Article VI.

SECTION 8. AMENDMENTS TO ARTICLES AND BY-LAWS. Nothing in this Declaration shall limit the right of the Association to amend from time to time its Articles and By-Laws.

SECTION 9. NON-LIABILITY OF THE DIRECTORS AND OFFICERS.

The directors or officers of the Association shall not be personally liable to the Owners 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 of 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 By-Laws. The indemnification shall include without limitation indemnification against all costs and expenses (including attorney fees, amounts of judgment paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding whether civil, criminal, administrative or other.

SECTION 10. BOARD'S DETERMINATION BINDING. In the event of any dispute or disagreement between any Owners relating to the Property or any questions of interpretation or application of the provisions of this Declaration of the By-Laws, the determination thereof by the Board of Directors of the Association shall be final and binding on each and all of such Owners.

IN WITNESS WHEREOF, the Association, Voting Members representing 75% or more of the votes of the Association (including 75% or more of the votes held by Members other than Developer), and Developer have set their hands effective as of this 23rd day of February, 2008^{6 24}.

THE VILLAS AT ANDOVER
HOMEOWNERS ASSOCIATION, INC.

By: R. Jackson Haga
Its: President, Board of Directors

STATE OF KENTUCKY
COUNTY OF FAYETTE

Subscribed, sworn to and acknowledged before me by MIRIAM AMICK SEKHON
as DEVELOPER of The Villas at Andover Homeowners Association,
Inc., a Kentucky corporation, on behalf of said corporation, on this 24 day of
December, 2005.

My commission expires: 14 December 09



William F. Ashbrook
NOTARY PUBLIC,
KENTUCKY, STATE AT LARGE

Miriam Amick Sekhon
MIRIAM AMICK SEKHON

STATE OF KENTUCKY
COUNTY OF FAYETTE

Subscribed, sworn to and acknowledged before me by Miriam Amick Sekhon
on this 24 day of DECEMBER, 2005.

My commission expires: 14 DECEMBER 09

William F. Ashbrook
NOTARY PUBLIC,
KENTUCKY, STATE AT LARGE

THOMAS C. MARKS

*Witnessed by: Thomas C Marks
Witness: THOMAS C. MARKS, P.S.C.
271 W. Sweet St., Suite 600
Louisville, Kentucky 40207*