AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ALIA SUBDIVISION
Plat and Subdivision Book 43, Page 16
Jefferson County, Kentucky

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ALIA SUBDIVISION (this "Declaration") is made on February 17,
1998, by Alia, LLC, a Kentucky Limited Liability Company (the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the current owner of all lots in a certain residential subdivision known
as "Alia" as set forth on Exhibit A attached hereto and incorporated herein by reference (the
"Subdivision"), and

WHEREAS, Declarant desires to amend and restate the Declaration of Covenants, Conditions
and Restrictions of Alia Subdivision of record in Deed Book 6853, Page 155 in the Office of the Clerk
of Jefferson County, Kentucky, pursuant to Article VI, Section 4 of said original Declaration, and

NOW, THEREFORE, the Declarant hereby declares that all of the platted Lots located within
the Subdivision are held and shall be held, conveyed, hypothecated or encumbered, leased, rented,
used, occupied and improved, subject to the following Covenants, Conditions and Restrictions, all of
which are established and agreed upon for the purpose of enhancing and protecting the value,
desirability and attractiveness of the Subdivision as a whole and of each of said Lots. All of these
restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having
or acquiring any right, title or interest, legal or equitable in and to the Property or any part or parts
thereof subject to such restrictions, and shall inure to the benefit of the Declarant and every one of the
Declarant's successors in title to any of the Property.

ARTICLE I
DEFINITIONS

Section 1. "Declarant" shall mean and refer to Alia, LLC, a Kentucky Limited Liability
Company, their successors and assigns as a Declarant.

Section 2. "Association" shall mean and refer to ALIA HOMEOWNER'S ASSOCIATION, INC.,
to be formed as a not-for-profit corporation, its successors and assigns.

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

Section 4. "Resident" shall mean and refer to any person, not an Owner, living in the Owner's
Dwelling, including, but not limited to, temporary guests and lessees.
Section 5. "Property" or "Subdivision" shall mean and refer to the certain real estate described in Exhibit A and all other real estate that may be annexed to this Declaration and the Association by the Declarant pursuant to Article III herein.

Section 6. "Lot" shall mean and refer to any plat of land designated as such upon a recorded subdivision map of the Property upon which a Dwelling has been or is to be constructed. The Declarant has created forty-three (43) Lots in the Subdivision. Each of forty-two (42) Lots shall contain one (1) one-family residential Dwelling with a three-car minimum attached garage, unless otherwise approved by Declarant. Each Dwelling shall contain an area which exceeds the exterior face of the foundation wall dimensions of the structure and shall include the Dwelling's side of one-half (1/2) of any party wall dividing a Dwelling structure from any other Dwelling.

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

Section 8. "Common Area" shall mean all the real estate (including retention ponds, undedicated streets and other improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

ARTICLE II
PROPERTY RIGHTS IN COMMON AREA

Section 1. Owner's 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, subject to the following provisions:

a) The right of the Association to suspend the voting rights and right to the use of the Common Area by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any violation of this Declaration or the Association's Articles, Bylaws, or rules and regulations (for the purposes of this section, each day a "violation" occurs constitutes a separate violation);

b) The right of the 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 members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members, agreeing to such dedication or transfer, has been recorded.

c) The right of the Association or Declarant to place reasonable restrictions upon the use of the Common Area beneficial to all Owners.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area to the members of his family, his tenants, guests or contract purchasers of the Owner's Lot.

Section 3. Title to Common Area. The Declarant shall convey all Common Area to the Association in fee simple absolute no later than the time of the final platting of all Lots in the Subdivision. Declarant reserves the right to make such conveyance in whole or in part at any time prior
to the final platting of all Lots. Any such conveyance shall be subject to taxes for the year of
conveyance, and to restrictions, conditions, limitations and easements of record.

**ARTICLE III**
**HOMEOWNER’S ASSOCIATION**

**Section 1. Homeowner’s Association.** There is hereby created a not-for-profit Homeowner’s
Association, known as the Alta Homeowner’s Association, Inc., which shall be responsible for the
maintenance upon the Common Area and upon each Lot and Dwelling as more specifically set forth in
these Articles.

**Section 2. Board of Directors and Officers.** The affairs of the Association shall be conducted by
the Board of Directors and such officers as the Board of Directors may elect or appoint in accordance
with the Articles or the Bylaws. The Board of Directors may also appoint committees and managers or
other employees and agents who shall, subject to the general direction of the Board of Directors, be
responsible for the day-to-day operation of the Association.

**Section 3. The Rules.** By a majority vote of the Board of Directors, the Association may, from
time to time adopt, amend and repeal rules and regulations to be known as the “Rules,” with respect to
all aspects of the Association’s rights, activities and duties under this Declaration. The Rules may,
without limitation, govern use of the Subdivision, including prohibiting, restricting or imposing charges
for the use of any portion of the Subdivision by Owners, Residents or others, interpret this Declaration
or establish procedures for operation of the Association or the administration of this Declaration;
provided, however, that the Rules shall not be inconsistent with this Declaration, the Articles or
Bylaws. A copy of the Rules, as they may from time to time be adopted, amended or repealed, shall be
maintained in the office of the Association and shall be available to each Owner upon request.

**Section 4. Membership of Association.** The Declarant and every Owner of a Lot which is
subject to assessment, and defined in Article IV, Section 1, shall be a member of the Association. Such
Owner and member shall abide by the Association’s rules and regulations, shall pay the assessments
provided for in this Declaration, when due, and shall comply with decisions of the Association’s
governing body. Conveyance of a Lot (except conveyance to a mortgagee) automatically transfers
membership in the Association without necessity of further documents. Membership shall be
appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

**Section 5. Classes of Membership.** The Association shall have two (2) classes of Membership:

a) **Class A.** Every person, group of persons, or entity which is a record Owner of a fee
interest in any Lot within the Subdivision, shall automatically be a Class A Member of the Association;
provided, however, that any such person, group of persons or entity who holds such interest solely as
security for the performance of an obligation shall not be a Member. A Class A Membership shall be
appurtenant to and may not be separated from ownership of any Lot upon which a residence has not
been constructed which is subject to assessment. Class A Members shall be entitled to one (1) vote for
each Lot in which they hold the interest required for membership. In the event that more than one
person, group of persons or entity is the record owner of a fee interest in any Lot, then the vote for the
membership appurtenant to such Lot portion shall be exercised as they among themselves determine,
but in no event shall more than one (1) vote be cast with respect to any Lot. In the event agreement is
not reached, the vote attributable to such Lot shall not be cast.
b) Class B. The Class B member shall be the Declarant. The Class B membership shall cease and be converted to Class A membership on the happening of any of the events specified in Paragraph c below, whichever occurs earlier.

c) Voting. Each member shall have one vote with respect to each Lot owned by such member but a Class A member shall not be entitled to exercise any vote until the earlier of:

i) When Declarant, it its sole discretion, so determines;

ii) Within ninety (90) days following the date when 100 percent of the lots which may be developed in the Subdivision have been sold by Declarant, or


d) Minimum in Fund. At the time that Class B membership shall cease and the Association shall be turned over entirely to the Lot Owners (i.e., Class A members), there shall be a minimum of $3000.00 remaining in the fund of the Association as defined in Article IV, Section 1.

Section 6. Maintenance Obligations of the Association. The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas, all open spaces, entranceways, signature entranceways, brick wall enclosing the Subdivision, streets, medians, sidewalks, driveways, retention/detention basins, and recreational facilities, if any. The Association shall also provide exterior maintenance to each Dwelling, including the painting of all exterior building surfaces, the repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, sidewalks and driveways, and the repair, replacement and care of grass and landscape areas, shrubs and trees, except as otherwise set forth herein below. Such exterior maintenance shall not include the cleaning and repair of glass surfaces, windows, doors, or private patios. In the event the need for maintenance or repair of a Lot, Dwelling, or the improvements thereon is caused through the willful or negligent act of the family, guests or invitees of the Lot, Dwelling, or improvements thereon needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject. The Association, its employees, agents or designees are hereby granted in perpetuity a blanket easement in gross over and upon all Lots in the Subdivision, except for the interior of any Dwelling, for the purpose of all exterior property and grounds maintenance. Declarant shall have the right to employ a manager to oversee and implement the Association's maintenance obligations, and any such management fees incurred thereby shall be paid by the Association. The Association shall also perform the other duties prescribed by this instrument or the Association's rules and regulations, which duties shall include exterior building maintenance and all yard, landscape and tree maintenance, and the collection of garbage. All rights reserved by Declarant in this Declaration shall automatically pass to the Association when Class B membership ceases pursuant to Article III, Section 5, and thereafter any reference to Declarant shall be construed to mean the Association.

ARTICLE IV
COVENANT FOR ASSESSMENTS

Section 1. Personal Obligation of Assessments. Each Owner of any Lot, except Declarant and the Association, by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2)
special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

All sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis and shall include the establishment and maintenance of a reserve fund for major maintenance obligations set forth in Article III, Section 6 above. This fund for major expenditures shall be maintained in a separate interest bearing account with a bank or similar insured institution authorized to conduct business in Jefferson County, Kentucky.

The Association shall also procure and maintain adequate comprehensive liability, hazard, fire, casualty and such other insurance as it may deem appropriate under the Declaration. Insurance costs shall be a part of the annual assessment.

Section 2. Creation of the Lien. The annual and special assessments, together with interests costs and reasonable attorney's fees, and any fines that the Association may impose pursuant to Article VI, Section 1, shall be a charge on the Lots and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be also the personal obligation of the person who was the Owner of such 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 in writing, but such delinquent accounts shall remain a lien upon the Lot subject to foreclosure.

Section 3. Purpose of Assessments. The assessments levied by the Association on a Lot shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and Residents in the Subdivision and for the improvement, maintenance and insurance of the Common Area and of the Lots and Dwellings situated in the Subdivision.

Section 4. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Owner of a Lot, except Declarant and the Association, located within the Subdivision, on the first day of the month following the initial conveyance of the Lot to the Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment to be paid by each Class A Member against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Class A Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessment on a Lot is binding upon the Association on the date of its issuance.

Section 5. Uniform Rates of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots, except those owned by Declarant and the Association. The Association's governing body may, at its discretion, waive the assessment for any year or part of a year for any Lot not occupied as a residence.

Section 6. Maximum Annual Assessment.

a) Until December 31, 1998, the maximum annual assessment shall be set at a rate not to exceed $200.00 per month per lot. From and after December 31, 1998, the maximum annual
assessment may not be increased each year by more than 10% of the maximum assessment for the previous year without an affirmative vote of the Board of Directors of the Association pursuant to the Association’s rules and regulations.

b) The governing body of the Association may fix the annual assessment at an amount not in excess of the maximum. The governing body of the Association shall determine when the assessment shall be paid.

Section 7. 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 purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon any Lot or the Common Area, including fixtures and personal property related thereto provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of Members who are voting either in person or by proxy at a meeting duly called for such purpose.

Section 8. Notice and Quorum for any Action Authorized under Sections 6 and 7. Upon the Class A Members’ entitlement to exercise a vote pursuant to Article III, Section 5, written notice of any meeting called for the purpose of taking any action authorized under Sections 6 or 7 of this Article shall be sent to all Class A Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Class A Members or of proxies entitled to cast two-thirds of all the votes of the Class A Members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment for a Class A Membership not paid within thirty (30) days after the due date shall become delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear a late charge of one and one-half percent (1-1/2%) per month. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of Common Area or abandonment of his Lot. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but such delinquent accounts shall remain a lien upon the Lot subject to foreclosure.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments and fines provided for in this Article shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
PARTY WALLS

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

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance
of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or other Casualty. If a party wall is destroyed or damaged by fire
or other casualty, any Owner who has used the wall may restore it. If the other Owners thereafter make
use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without
prejudice, however, to the right of any such owners to call for a larger contribution from the others
under any rule or law regarding liability for negligent or willful acts or omissions.

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

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

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

ARTICLE VI
GENERAL PROVISIONS

Section 1. Enforcement.

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

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

Section 3. Restrictions Run With Land: Duration. Except where permanent easements or other permanent rights or interests are herein created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Dwelling subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty-five (25) years from the date of the recording of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a two-thirds (2/3) vote of all Class A Members of the Association, such covenants and conditions are amended, altered or revoked.

Section 4. Amendment. The Association (the Declarant controlling the Association until such time as described in Article III, Section 5) may amend this Declaration at any time, as long as consistent with the design, scheme and purposes of this Declaration, by an instrument signed by not less than seventy-five percent (75%) of all Class A Members after such time as said Members are entitled to exercise a vote in the Association as described in Article III, Section 5. Any amendment must be recorded in the Office of the County Clerk of Jefferson County, Kentucky. No such agreement to amend, in whole or in part, shall be effective unless written notice of the proposed amendment is sent to every Member at least thirty (30) days in advance of any action taken, and no such amendment shall be effective with respect to any permanent easements or other permanent rights or interests relating to the Common Area herein created.

Section 5. Reservation of Rights. Declarant reserves the right in the Subdivision to maintain sales and management offices, model units and advertising signs upon the Common Area and upon Lots owned by it until ten (10) years after the recording date of this document or its conveyance of the last Lot, whichever comes first.

Section 6. Management and Service Contracts. Any agreement for the professional management of the Subdivision or the Common Areas may not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee upon reasonable notice.

Section 7. Binding Determination. In the event of any dispute or disagreement with or between any Owner(s) relating to, or of any other disputes, disagreements or questions regarding, the interpretation or application of the provisions of this Declaration or the Articles or Bylaws of the Association, the determination thereof (i) by Declarant for so long as Declarant retains control of the Association under Article III, Section 5 and (ii) thereafter by the Board of Directors of the Association shall be final and binding on each and all such Owners.
Section 8. Captions and Titles. All captions, titles or headings of the Articles and Sections in this Declaration are for the purpose of reference and convenience only and are not deemed to limit, modify or otherwise affect any of the provisions hereof, or to be used in determining the intent or context thereof.

Section 9. Notices. Except as otherwise provided in this Declaration, any notice to any Owner under this Declaration shall be in writing, shall be effective on the earlier of (i) the date when received by such Owner, or (ii) the date which is three days after mailing (postage prepaid) to the last address of such Owner set forth in the books of the Association. The address of an Owner shall be at his Lot (or any of them if more than one) unless otherwise specified in writing to the Association. The Articles and Bylaws shall specify the permissible manner of giving notice for voting and all other Association matters for which the manner of giving notice is not prescribed in this Declaration.

Section 10. Governing Law. This Declaration shall be deemed to be made under, and shall be construed in accordance with and shall be governed by, the laws of the Commonwealth of Kentucky, and suit to enforce any provision hereof or to obtain any remedy with respect hereto shall be brought in Circuit Court, Jefferson County, Kentucky, and for this purpose each Owner by becoming such hereby expressly and irrevocably consents to the jurisdiction of said court.

ARTICLE VII
MORTGAGEE'S RIGHTS

Section 1. Notice of Rights of Mortgagee of a Lot. Upon written request by a mortgagee to the Association, a mortgagee of a Lot shall be entitled to receive written notification of any default, not cured within sixty (60) days after its occurrences by the Owner of the Lot of any obligation of the Owner under the Declaration, the Bylaws of the Association or the Articles of Incorporation of the Association. The request for notification can be made by any mortgagee of a Lot, its successor or assign. The notification shall be sent not later than the 65th day after the occurrence of an uncured default.

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

Section 3. Rights of Mortgagee. Unless at least seventy five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned), or the Class A members have given their prior written approval, the Association shall not:

a) by an act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Subdivision or Common Area or improvements located thereon which are owned directly or indirectly by the Association for the benefit of the Lots (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Subdivision by the Association shall not be deemed a transfer within the meaning of this clause);

b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot;
c) by act or omission change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the Dwellings, the exterior maintenance of the Dwellings, the maintenance of party walls or common fences, driveways or the upkeep of lawns and plantings in the Subdivision;

d) fail to maintain fire and extended coverage insurance on insurable common property on current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost), or

e) use hazard insurance proceeds for losses to any Common Area for other than the repair, replacement or reconstruction of such Common Area.

Section 4. Right to Examine Books and Records. Mortgagees, their successors or assigns, shall have the right to examine the books and records of the Association.

Section 5. Taxes and Insurance. First mortgagees of Lots may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Lot and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Lot and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. The Association shall duly execute an agreement to such effect in favor of all first mortgagees and shall deliver an original or certified copy of such agreement to all first mortgagees.

Section 6. Insurance Proceeds and Condemnation Awards. No provision of this Declaration, or any other document or instrument affecting the title to the Property, Common Area, any Lot or the organization or operation of the Association shall give an Owner or any other party, priority over any rights of first mortgagees of Lots within the Subdivision pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or taking of Common Areas.

ARTICLE VIII
HARMONY, ENVIRONMENTAL CONTROLS
AND USE RESTRICTIONS

Section 1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, no building, fence, sidewalk, drive, walk, or other structure, plus anything attached to any structure visible from the outside of the structure (including storm doors that may only be full glass with no ornamental grills), shall be erected, placed, altered, or maintained upon the Subdivision nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the proposed building plans, specifications, exterior color and finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), general contractor and all subcontractors, and construction schedule shall have been submitted to and approved in writing by the Board of Directors of the Association, or by any architectural control committee appointed by said Board of Directors. Refusal of approval of plans, location or specification by said Board of Directors or architectural control committee may be based upon any ground, including, without limitation, lack of harmony of external design, color, location or relation to surrounding structures and topography and purely aesthetic considerations which, in the sole and uncontrolled discretion of said Board of Directors or architectural control committee shall seem sufficient. No
alterations may be made in such plans after approval by the Board of Directors or architectural control committee is given except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished the Board of Directors or architectural control committee for its records. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within 30 days after said 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. Notice of disapproval shall be by certified mail, return receipt requested.

Section 2. Use Restrictions. Except for the activities of the Declarant during original construction:

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

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

c) Vehicles.

i) No trailer, recreational vehicle ("RV"), camper trailer, camping vehicle, boat or junk vehicle shall be parked or kept on any Lot or on any street in the Subdivision for any period in excess of ten (10) days in any 365 day period (any portion of a day constitutes a day) unless housed in a garage. No commercial vehicle shall be parked or kept on any Lot or any street in the Subdivision in excess of four hours in any 24 hour period or except when used as part of a temporary construction or repair activity on the Lot. "Commercial vehicle" is defined as a vehicle meeting any one of the following characteristics: (i) having rear dual wheels; (ii) having a design load carrying capacity of more than one ton; (iii) being designed to carry more than nine passengers including driver; (iv) being designed to carry business equipment on or in exterior racks or bins, but not including tool boxes, or (v) advertising a business or containing on its exterior any business information in excess of the business name on the driver’s side door of the vehicle.

ii) No motor vehicle shall be continuously or habitually parked on any street or public right-of-way of the subdivision. Notwithstanding the foregoing, any motor vehicle may be temporarily parked (for a period of seven days or less during any 365 day period) upon any legal driveway or street in the subdivision. There shall be no habitation of any vehicle parked on any driveway or street.

d) Disposal and Collection of Trash.

i) No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers. Trash and
garbage containers shall not be permitted to remain in public view except on days of trash collection. This restriction shall not apply during the period of construction of a Dwelling on the Lot, provided such Owner makes provisions to retain all rubbish, trash and garbage on that particular Lot.

ii) There shall be only one sanitation company approved for collecting garbage from each Lot. The approval of such sanitation company shall be made by the Board of Directors. If a Owner fails to pay the fees charged by the approved sanitation company, the Association may make such payment and assess the Owner for such charge. An Owner’s failure to repay the Association within five (5) days after receipt of such statement shall be treated as a non-payment of assessments, and the Association shall have all rights and remedies afforded the Association in Article VI of this Declaration.

e) Other Structures. Except for a temporary structure placed by the Declarant during construction and initial sales and as may be approved in writing by the Board of Directors or its designated committee, no trailer, tent, shack, barn, outhouses, other outbuilding, or any structure of temporary character, shall be used on any portion of the Subdivision at any time.

f) Signs. Except for entrance and directional signs, no signs of any character shall be erected, posted or displayed upon, in or about any Lot situated in the Subdivision, except as specifically permitted by a written resolution adopted by the Board of Directors, and provided that Declarant shall have the right to (i) erect signs when advertising the Subdivision; (ii) place signs on Lots designating the Lot number of the Lots; (iii) following sale of a Lot, place signs on such Lot indicating the name of purchaser of that Lot. This restriction shall not prohibit placement of occupant name signs, for sale signs, and Lot numbers as allowed by applicable zoning regulations.

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

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

ii) No awnings or other similar exterior window coverings shall be installed on a Dwelling without the prior written consent of the Board of Directors of the Association or its architectural control committee.

iii) Except for original construction, no visible fence, hedges or wall, except as provided in the original construction of the Subdivision, shall be constructed in the Subdivision without the prior written approval of the Board of Directors of the Association or its architectural control committee.

iv) No swimming pools, tennis courts, hot tubs or spas shall be erected or placed on any Lot without the prior written approval of the Board of Directors of the Association or its architectural control committee.

v) No exterior play equipment and basketball goals shall be erected or placed on any Lot without the prior written approval of the Board of Directors of the Association or its architectural control committee.

vi) No Owner shall affix anything to the walls surrounding the Property.
h) Interference With Easement. No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of the Subdivision which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

i) Garages. All Dwellings shall have a three-car minimum attached garage, unless otherwise approved by Declarant. Garage doors and the doors of any other storage room or the like shall be maintained in a closed position when not being used for immediate ingress or egress.

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

k) Common Area. There shall be no violation of any rules for the Common Area which may from time to time be adopted by the Board of Directors or promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the Bylaws, authorized to adopt such rules.

l) Inclusion of Plat Restrictions. In addition to the foregoing restrictions, all restrictions as shown on the plat of the Subdivision are incorporated by reference herein as restrictions of this Declaration.

m) Single Family Residential Uses. The Subdivision shall be developed and used only for single family residential uses. A single family shall consist of (i) any number of persons not to exceed two (2) persons per the number of bedrooms of a Dwelling, all of whom are related by blood, legal adoption, or marriage, occupying a Dwelling and living as one housekeeping unit using one kitchen; or (ii) five or fewer persons occupying a Dwelling and living as one housekeeping unit using one kitchen.

n) Height and Square Footage of Dwellings. All structures upon the Subdivision shall be restricted to two and one-half (2 1/2) stories in height and a minimum square footage of 2500 square feet.

o) Plantings. Owners and Residents shall not plant anything but annuals on the Lots except as otherwise approved in writing by the Board of Directors of the Association or the architectural control committee and except within the patio area where the Owners and Residents have control and discretion over what they plant to the extent that Owners and Residents shall not plant anything taller than seven (7) feet without the prior written consent of the Board of Directors of the Association or the architectural control committee. Climbing plants (e.g. vines) are prohibited everywhere in the Subdivision. Vegetable gardens are prohibited outside the patio areas. Landscaping and plant materials, except annuals, located anywhere in the Subdivision outside the patio areas shall be planted, installed and maintained by the Association.

p) Holiday Decorations. Decorations shall be removed immediately after the generally recognized conclusion of the holiday for which the decorations were placed.

q) Leasing. No Owner shall lease a Lot or Dwelling for a period of less than one (1) year.
r) Reflecting Pools. No person shall swim, wade, bathe, or fish in the reflecting pools in the Subdivision.

s) Duty to Maintain and Rebuild.

i) Owners shall, at their sole cost and expense, repair the interiors of their Dwellings, keeping same in condition comparable to that at the time of initial construction. Every Dwelling shall have proper window coverings (no sheets or other material of a temporary nature) placed over windows within thirty (30) days of occupancy. Without the prior written approval of the Board of Directors, no aluminum foil, tinted or reflector glass or other tinted or reflective material shall be installed or maintained on any window.

ii) Owners shall keep their Lots neat and attractive in appearance. Should any Owner fail to do so, then the Declarant or the Association may take such action as it deems appropriate in order to make the Lot neat and attractive. An Owner shall, immediately upon demand, reimburse Declarant or other performing party for all expenses incurred in so doing, together with allowable statutory interest. Declarant or other performing party shall have a lien on that Lot and the improvements thereon equal in priority to the lien for assessment provided in Article IV to secure repayment of such amounts. Such lien may be enforced by foreclosure.

iii) If all or any portion of a Dwelling is damaged or destroyed by fire, or other casualty, then the Owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such Dwelling in a manner that will substantially restore it to its apparent condition immediately prior to the casualty. Alternatively, the Owner shall completely raze the Dwelling and sod or seed the entire Lot until such time as construction of a new Dwelling is begun.

t) Business; Home Occupations. No trade or business of any kind shall be conducted in the Subdivision except as permitted under the definition of "home occupation" as set forth in the Development Code for all of Jefferson County, and then only to the extent that the business (i) does not involve clients, patients, or customers who visit the home-based business and (ii) does not involve delivery by vehicles other than traditional home delivery vehicles on a frequency of no greater than once per day. Nothing shall be done thereon that may become an annoyance or nuisance to the neighborhood.

u) Yard Sales. No yard sales or garage sales of any kind shall be conducted on any Lot without prior written consent of the Declarant or Board of Directors as the case may be.

Section 3. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners and after reasonable notice to the Owner, enter upon any Lot or the exterior of any Dwelling at reasonable hours on any day for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance.
ARTICLE IX
EASEMENTS AND RIGHT-OF-WAYS

Section 1. Public and Semi-Public Utility Easements and Right-of-Ways. There shall be and hereby are reserved, whether or not shown upon any Subdivision Plat of the Property, easements and rights-of-way for the benefit of governmental agencies, authorities and instrumentalities and for the benefit of public utilities, and for the benefit of the Association and the Owners, on, under and through the Property for the ownership, use, operation and maintenance, repair and replacement of water, sewage, gas, electrical and other facilities, including lines, pipes, wires, valves, switches, etc., and all parts of the Property may be entered upon under reasonable circumstances for maintenance and repair of the aforementioned utilities or facilities.

Section 2. Access to Utility, Sewage and Drainage Easements. The utility, sewage and drainage easements designated on the plat of the Subdivision shall constitute a non-exclusive easement for the installation and maintenance of public and private utilities, sewers, drainage and fire protection facilities (including storm sewers, gas and water, phone, cable, electricity and security) and is hereby reserved and granted to public or private utility companies, the Association and any Owner whose use and occupancy of a Dwelling is conditioned therefrom for the installation, construction, operation and maintenance of lines, mains, sewers, drains, hydrants, or any appurtenances and facilities installed in connection with any of the foregoing, whether under or above ground, subject to the condition that, following any such construction, installation or maintenance, the area within the utility, sewage and drainage easements involved shall be returned to the condition existing prior thereto at the cost and expense of the party responsible for having any such installations made, construction performed or maintenance done.

Section 3. Utilities Maintenance. All utilities constructed within the utilities, sewage and drainage easements shall be maintained by the Association or utility company, whichever is legally responsible. Utility service to each Lot shall be billed to the Owner thereof without liability on the part of the Association. Utility service for the purpose of maintenance of the Common Areas and for the safety of residents shall be billed to the Association without liability on the part of the Lot Owners.

Section 4. Driveway Easement. Lots served by a common driveway shall have an easement upon that portion of the driveway reasonably necessary for ingress, egress and turnaround.

ARTICLE X
NON-DEDICATED STREETS

Section 1. Use. All the non-dedicated streets constructed within the Subdivision are reserved and granted for the common use of Owners, their families, guests and invitees, by commercial vehicles authorized to make pick-ups and deliveries, by public and private utilities' personnel, trucks and equipment, by postal authorities and mail carriers, by emergency personnel and vehicles such as police, fire and ambulance, and by such other persons or classes of persons authorized by the Board of Directors of the Association, as a means of ingress or egress, and for such other uses as may be authorized from time to time by said Board. Such non-dedicated streets may also include mains, sewers or other facilities to transmit and carry storm water drainage. Except as provided by this Declaration, no acts shall be taken or things done by an Owner or the Association which are inconsistent with the reservation and grant of use and enjoyment hereinabove provided.
Section 2. Snow Removal, Maintenance, Reconstruction or Resurfacing. The Association, at the cost and expense of the Association, shall provide snow removal from, maintenance to and resurfacing or reconstruction of any non-dedicated streets or any storm water drainage facilities included as a part thereof or installed thereunder as it deems necessary or appropriate from time to time within its sole discretion.

IN WITNESS WHEREOF, A. William Ferrell, as President of Alia, LLC, has caused this Declaration to be executed as of the date set forth above.

ALIA, LLC, a Kentucky corporation

By: A. William Ferrell, President

STATE OF KENTUCKY )
COUNTY OF JEFFERSON ) SS

The foregoing instrument was sworn to, acknowledged and subscribed before me this ______ day of __________, 1998, by A. William Ferrell, President of Alia, LLC, a Kentucky Limited Liability Company.

My commission expires: __________.

Notary Public, State-at-Large, Kentucky

THIS INSTRUMENT PREPARED BY:

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

WEB/Feb-98/ALIA.or
Rev. 02/10/98 3:19 PM
EXHIBIT A

BEING, Lots 1 through 43, inclusive, all as shown on the plat of Alia Subdivision of record in Plat and Subdivision Book 43, Page 16, in the Office of the Clerk of Jefferson County, Kentucky.

BEING the same property acquired by Declarant by deed dated May 20, 1996, of record in Deed Book 6781, Page 238, in the Office of the Clerk of Jefferson County, Kentucky.
AMENDED AND RESTATED DECLARATION OF Covenants, Conditions and Restrictions

ALIA SUBDIVISION
Plat and Subdivision Book 43, Page 16
Jefferson County, Kentucky

This FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for ALIA SUBDIVISION ("Amendment") is made at the direction of and caused to be recorded by ALIA, LLC, a Kentucky limited liability company (the "Declarant"), whose address is 2600 Alia Circle, Louisville, Kentucky 40222.

WITNESSETH:

WHEREAS, Declarant desires to amend the Amended and Restated Declaration of Covenants, Conditions and Restrictions of ALIA Subdivision of record in Deed Book 7001, Page 695 in the Office of the Clerk of Jefferson County, Kentucky ("Declaration") pursuant to Article VI, Section 4 of the Declaration; and

WHEREAS, this Amendment is necessary and desirable to amend the record plat of Alia Subdivision of record in Plat and Subdivision Book 43, Page 16 in the Office of the Clerk aforesaid ("Record Plat"), in order to add additional private utility and access easements which were inadvertently omitted from the Record Plat;

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Declarant hereby declares as follows:

Declarant hereby amends the Record Plat to the extent that it hereby declares and reserves certain easements as set forth at Article IX of the Declaration for private access and private utilities, including, but not necessarily limited to, water, electric, gas, telephone, cable, sewers and drains on, over and under the strips of land and spaces so designated on the plat attached hereto as Exhibit A as "30 Foot Private Utility and Access Easement". Easements are further declared and granted and reserved for ingress and egress for pedestrian traffic over, upon, through and across sidewalks, and for vehicular traffic over, upon, through and across driveways and parking areas (subject to the rights of owners in parking spaces as otherwise set forth herein) as such sidewalks, driveways and parking areas are now and, from time to time, may be paved and intended for such purposes. No permanent structure of any kind shall be placed on, over or under the land within the aforesaid easements. Said easements shall be subject to the provisions of Articles IX of the Declaration.

Declarant further declares that the real property, more fully described in the Declaration, shall be owned, held, used, leased, conveyed and occupied subject to the conditions and restrictions set forth in this Amendment as if these conditions and restrictions were included in and made a part of the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions to be executed on this 17th day of November, 1999.
STATE OF KENTUCKY

COUNTY OF JEFFERSON

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 11th day of November, 1999, Terry A. Turbeville, Member of ALIA, LLC, appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of ALIA, LLC, a Kentucky limited liability company.

My Commission expires: 3-13-00

Notary Public, State At Large, Kentucky

THIS INSTRUMENT PREPARED BY:

William B. Bardenwerper
BARDENWERPER & LOBB, PLLC
8311 Shelbyville Road
Louisville, Kentucky 40222
(502) 426-6688
SECOND AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

ALIA SUBDIVISION
Plat and Subdivision Book 43, Page 16
Jefferson County, Kentucky

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALIA SUBDIVISION
("Amendment") is made at the direction of and caused to be recorded by ALIA, LLC, a
Kentucky limited liability company (the "Declarant") whose address is 2600 Alia Circle,
Louisville, KY 40222.

WITNESSETH:

WHEREAS, Declarant is the current owner/developer of lots in a certain residential
subdivision known as "ALIA SUBDIVISION" as shown on plat of same of record in Plat and
Subdivision Book 43, Page 16, in the Office of the Clerk of Jefferson County, Kentucky (the
"Subdivision"); and

WHEREAS, Declarant desires to amend the Amended and Restated Declaration of
Covenants, Conditions and Restrictions of ALIA Subdivision of record in Deed Book 7001, Page
695, in the Office of the Clerk of Jefferson County, Kentucky, as amended by First Amendment to
Amended and Restated Declaration of Covenants, Conditions and Restrictions of ALIA Subdivision
of record in Deed Book 7357, Page 442, in the Office aforesaid pursuant to Article VI, Section 4 of
the Declaration; and

WHEREAS, Declarant desires to amend Article III, Section (c) iii where it appears
in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of ALIA
Subdivision to read January 1, 2009 instead of January 1, 2007; and

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby
incorporated herein, Developer hereby declares as follows:

1. That the date January 1, 2007 in Article III, Section (c) iii of the Amended and
Restated Declaration of Covenants, Conditions and Restrictions of ALIA Subdivision be changed to
January 1, 2009.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to
Amended and Restated Declaration of Covenants, Conditions and Restrictions to be executed on
this 30th day of October, 2006.
ALIA, LLC
a Kentucky limited liability company

By: Terry A. Turbeville
Title: Member

COMMONWEALTH OF KENTUCKY

COUNTY OF JEFFERSON

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 30th day of October, 2006, Terry A. Turbeville as Member of ALIA, LLC, appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of ALIA, LLC, a Kentucky limited liability company.

My Commission expires: Aug. 6, 2010

Barbara G. Watkins
Notary Public, State at Large, Kentucky

THIS INSTRUMENT PREPARED BY:

Bardenwerper, Talbott & Roberts, PLLC
8311 Shelbyville Road
Louisville, Kentucky 40222
(502) 426-6688

END OF DOCUMENT
THIRD AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

ALIA SUBDIVISION
Plat and Subdivision Book 43, Page 16
Jefferson County, Kentucky

THIS THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALIA SUBDIVISION
(“Amendment”) is made at the direction of and caused to be recorded by ALIA, LLC, a
Kentucky limited liability company (the “Declarant”) whose address is 2600 Alia Circle,
Louisville, KY 40222.

WITNESSETH:

WHEREAS, Declarant is the current owner/developer of lots in a certain residential
subdivision known as "ALIA SUBDIVISION" as shown on plat of same of record in Plat and
Subdivision Book 43, Page 16, in the Office of the Clerk of Jefferson County, Kentucky (the
“Subdivision”); and

WHEREAS, Declarant desires to amend the Amended and Restated Declaration of
Covenants, Conditions and Restrictions of ALIA Subdivision of record in Deed Book 7001, Page
695, in the Office of the Clerk of Jefferson County, Kentucky, as amended by First Amendment to
Amended and Restated Declaration of Covenants, Conditions and Restrictions of ALIA Subdivision
of record in Deed Book 7357, Page 442, in the Office aforesaid; as amended by the Second
Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of
ALIA Subdivision of record in Deed Book 8930, Page 505, in the Office aforesaid pursuant to
Article VI, Section 4 of the Declaration; and

WHEREAS, Declarant desires to amend Article III, Section 6 where it appears in the
Amended and Restated Declaration of Covenants, Conditions and Restrictions of ALIA Subdivision
pursuant to Article VI, Section 4; and

WHEREAS, Declarant desires to amend Article IV, Section 5 where it appears in the
Amended and Restated Declaration of Covenants, Conditions and Restrictions of ALIA Subdivision
pursuant to Article VI, Section 4; and
WHEREAS, Declarant desires to amend Article VIII, Section 1 and Section 2(f) where it appears in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of ALIA Subdivision pursuant to Article VI, Section 4; and

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, Developer hereby declares as follows:

1. Article III, Section 6 shall be amended to read as follows:
   Maintenance Obligations of the Association. The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas, all open spaces, entranceways, signature entranceways, brick wall enclosing the Subdivision, streets, medians, sidewalks, driveways, retention/detention basins, and recreational facilities, if any. The Association shall also provide exterior maintenance to each Dwelling, including the painting of all exterior building surfaces, the repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, sidewalks and driveways, and the repair, replacement and care of grass and landscape areas, shrubs and trees, except as otherwise set forth herein below. For purposes of this Paragraph, the terms “provide exterior maintenance” and “repair, replace and care for” as applied to the exterior of the dwellings shall not include any repair or replacement for which insurance coverage is applicable, or which is the responsibility of the owner as described in Article VIII, Section 2 (s). Such exterior maintenance shall not...the remainder of this section to remain the same.

2. Article IV, Section 5 shall be amended to read as follows:
   Rate of Assessment. Both annual and special assessments shall be fixed at the rates set forth on Exhibit A to this Amendment. The Board shall not assess lots without structures for any exterior maintenance assessments.

3. The following sentence shall be added to Article VIII, Section 1:
The Board of Directors, in association with any approval of any exterior alteration, construction or reconstruction of any dwelling, shall have the authority to require sufficient security (i.e., letter of credit, certificate of deposit, deposit, etc.) from the party seeking approval to insure that any impact on the common areas of the subdivision will be promptly remedied at the damaging party's expense.

4. Article VIII, Section 2 (f) shall be amended to read as follows:

**Signs.** Except for entrance and directional signs, and signs placed by Declarant solely for the purpose of the initial sale of Declarant-owned, unoccupied dwellings, no signs of any character...the remainder of this section to remain the same.

**IN WITNESS WHEREOF,** the Declarant has caused this Third Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions to be executed on this 21st day of January, 2009.

ALIA, LLC
a Kentucky limited liability company

By: ________________
   Terry A. Turbeville, Member

COMMONWEALTH OF KENTUCKY
   }
   SS:
   COUNTY OF JEFFERSON
   }

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 26th day of January, 2009, Terry A. Turbeville as Member of ALIA, LLC, appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of ALIA, LLC, a Kentucky limited liability company.

My Commission expires: 9-24-2014

Notary Public, State at Large, Kentucky
THIS INSTRUMENT PREPARED BY:

BARDENWERPER, TALBOTT & ROBERTS, PLLC
8311 Shelbyville Road
Louisville, Kentucky 40222
(502) 426-6688
## EXHIBIT "A"
All on Alia Circle, Louisville, KY 40222

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Total No. of Lots = 42
FOURTH AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

ALIA SUBDIVISION
Plat and Subdivision Book 43, Page 16
Jefferson County, Kentucky

THIS FOURTH AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALIA SUBDIVISION
(“Amendment”) is made at the direction of and caused to be recorded by ALIA, LLC, a
Kentucky limited liability company (the “Declarant”) whose address is 2600 Alia Circle,
Louisville, KY 40222.

WITNESSETH:

WHEREAS, Declarant is the current owner/developer of lots in a certain residential
subdivision known as “ALIA SUBDIVISION” as shown on plat of same of record in Plat and
Subdivision Book 43, Page 16, in the Office of the Clerk of Jefferson County, Kentucky (the
“Subdivision”); and

WHEREAS, Declarant desires to amend the Amended and Restated Declaration of
Covenants, Conditions and Restrictions of ALIA Subdivision of record in Deed Book 7001, Page
695, in the Office of the Clerk of Jefferson County, Kentucky, as amended by First Amendment to
Amended and Restated Declaration of Covenants, Conditions and Restrictions of ALIA Subdivision
of record in Deed Book 7357, Page 442, in the Office aforesaid; as amended by the Second
Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of
ALIA Subdivision of record in Deed Book 8930, Page 505, in the Office aforesaid; as amended by
the Third Amendment to Amended and Restated Declaration of Covenants, Conditions and
Restrictions of ALIA Subdivision of record in Deed Book 9342, Page 523, in the Office aforesaid
pursuant to Article VI, Section 4 of the Declaration; and

WHEREAS, Declarant desires to amend Exhibit A attached to the Third Amendment to
Amended and Restated Declaration of Covenants, Conditions and Restrictions of ALIA Subdivision
pursuant to Article VI, Section 4; and

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby
incorporated herein, Developer hereby declares as follows:
1. Exhibit A shall be amended as follows:

The "Number of Lots" associated with Lot "Rev. 5" house number "2720" shall be changed from 1.875 to 1.5 and the "Number of Lots" associated with Lot "Rev. 3" house number "2724" shall be changed from 1.625 to 1.5.

IN WITNESS WHEREOF, the Declarant has caused this Fourth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions to be executed on this _2_ day of _February_ 2009.

ALIA, LLC
a Kentucky limited liability company

By:  

Terry A. Turbeville, Member

COMMONWEALTH OF KENTUCKY  )
 ) SS:
COUNTY OF JEFFERSON  )

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this _2_ day of February, 2009, Terry A. Turbeville as Member of ALIA, LLC, appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of ALIA, LLC, a Kentucky limited liability company.


Notary Public, State at Large, Kentucky

THIS INSTRUMENT PREPARED BY:

BARDENWERPER, TALBOTT & ROBERTS, PLLC
8311 Shelbyville Road
Louisville, Kentucky 40222
(502) 426-6688
<table>
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Total No. of Lots: 41.50
FIFTH AMENDMENT TO
AMENDED AND RESTATE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

ALIA SUBDIVISION
Plat and Subdivision Book 43, Page 16
Jefferson County, Kentucky

THIS FIFTH AMENDMENT TO AMENDED AND RESTATE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ALIA SUBDIVISION ("Amendment") is made at the direction of and caused to be recorded by ALIA HOMEOWNERS ASSOCIATION, INC., ("ALIA") whose address is C/O Mulloy Properties 8303 Shelbyville Road, Louisville, KY 40222.

WITNESSETH:

WHEREAS, ALIA is the Association of all owners of lots in a certain residential subdivision known as "ALIA SUBDIVISION" as shown on plat of same of record in Plat and Subdivision Book 43, Page 16, in the Office of the Clerk of Jefferson County, Kentucky (the "Subdivision"); and

WHEREAS, ALIA desires to amend the Amended and Restated Declaration of Covenants, Conditions and Restrictions of ALIA Subdivision of record in Deed Book 7001, Page 695, in the Office of the Clerk of Jefferson County, Kentucky, and as amended by First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of ALIA Subdivision of record in Deed Book 7357, Page 442, in the Office aforesaid; as amended by the Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of ALIA Subdivision of record in Deed Book 8930, Page 505, and as amended by the Third Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of ALIA Subdivision of record in Deed Book 9342, Page 523, and as amended by the Fourth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of ALIA Subdivision of record in Deed Book 9344, Page 600 in the Office aforesaid pursuant to Article VI, Section 4 of the Declaration; and

WHEREAS, ALIA desires to amend Article III, Section 6 where it appears in the Declaration of Covenants, Conditions and Restrictions of ALIA Subdivision as previously stated and as amended;

NOW, THEREFORE, in accordance with the foregoing preambles, which are hereby incorporated herein, ALIA hereby declares as follows:

1. Article III, Section 6 shall be amended to read as follows:
Maintenance Obligations of the Association. The Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the Common Areas, all open spaces, entranceways, signature entranceways, brick wall enclosing the Subdivision, streets, medians, sidewalks, driveways, retention/detention basins, and recreational facilities, if any. The Association shall also provide exterior maintenance to each Dwelling, including the painting of all exterior building surfaces, the repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, common non-aggregate sidewalks, and the repair, replacement and care of grass and landscape areas, shrubs and trees, except as otherwise set forth herein below. For purposes of this Paragraph, the terms “provide exterior maintenance” and “repair, replace and care for” as applied to the exterior of the dwellings shall not include any repair or replacement for which insurance coverage is applicable. Such exterior maintenance shall not include the cleaning and repair of glass surfaces, windows, doors, or repairs to or the sealing of patios, parking pads outside garages, driveways or sidewalks located on each owner's personal lot (as opposed to common sidewalk areas), all of which shall be the responsibility of the lot owner, even when the repair is necessitated by the actions of third parties. In the event the need........ (the remainder of this section to remain the same).

IN WITNESS WHEREOF, it is hereby attested that the requisite amending authority has been complied with and this Fifth Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions is hereby executed by seventy-five (75%) percent of all Lot Owners as hereinafter set out below, effective upon recording hereof.

ALIA HOMEOWNERS ASSOCIATION, INC.,

By: ________________________________
    Secretary
COMMONWEALTH OF KENTUCKY  
COUNTY OF JEFFERSON

I, a Notary public in and for the State and County aforesaid, do hereby certify that on this 13th day of July, 2009, Sara F. Gould, as Secretary of ALIA HOMEOVERS ASSOCIATION, INC., appeared before me and before me acknowledged that he executed and delivered the foregoing instrument as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation.


[Signature]
NOTARY PUBLIC

OWNER SIGNATURE   ADDRESS

Frankie Jones 2721 Alia Circle
Patricia J. Collet 2624 Alia Circle
Melba A. Richards 2628 Alia Circle
Clayton Collet 2626 Alia Circle
Marla Bradley 2617 Alia Circle
Dennis Watson 2706 Alia Circle
Maynard Worth 2726 Alia Circle
Marcia Atkinson 2704 Alia Circle
Marcie Ambrose 2610 Alia Circle
Audra Walker 2601 Alia Circle
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<td>Thomas J. Schmuck</td>
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<td>Sara J. Gould</td>
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<td>William D. Schmuck</td>
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COMMONWEALTH OF KENTUCKY  

COUNTY OF JEFFERSON  

I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 3rd day of July, 2009, Frank C. Jones, Jr.,  
Patricia L. Corlett, Meta S. Richardson, Betty Winkler,  
Deborah A. Green, Alan M. Bernstein, Stephen J. Evans,  
Maureen Margolis, Melvyn Koby, Marjorie Goldberg,  
Susan E. Westray, Eleanor S. Schwartz, Terry Belker,  
Sac F. Gould, Mary K. Schmidt, Terry Turbeville,  
Richard L. Head, Phil Cochran,  

and__________________________, appeared before me and before me acknowledged that he/she executed and delivered the foregoing instrument as his/her free and voluntary act and deed.  

My Commission Expires: 11/17/2012  

NOTARY PUBLIC
COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 17th day of July, 2009, William Besuire appeared before me and before me acknowledged that he/she executed and delivered the foregoing instrument as his/her free and voluntary act and deed.

My Commission Expires: 7/17/2012

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this ___ day of July, 2009, ____________________, appeared before me and before me acknowledged that he/she executed and delivered the foregoing instrument as his/her free and voluntary act and deed.

My Commission Expires: __________________

COMMONWEALTH OF KENTUCKY
COUNTY OF JEFFERSON

I, a Notary Public in and for the State and County aforesaid, do hereby certify that on this ___ day of July, 2009, ____________________, appeared before me and before me acknowledged that he/she executed and delivered the foregoing instrument as his/her free and voluntary act and deed.

My Commission Expires: __________________

THIS INSTRUMENT PREPARED BY:

RICHARD V. HORNING
HEBEL & HORNING, P.S.C.
6511 Glenridge Park Place #1
Louisville, Kentucky 40222
(502) 429-9790

END OF DOCUMENT