

**EXHIBIT I**  
**BYLAWS**  
**OF**  
**WORTHINGTON GLEN COUNCIL OF CO-OWNERS, INC.**

**ARTICLE I**  
**NAME AND LOCATION**

The name of the corporation is Worthington Glen Council of Co-Owners, Inc., hereinafter referred to as the Council. The principal office of the Council shall be located at 2000 Worthington Glen Drive, Louisville, Kentucky 40241, but meetings of Members of the Council and Board of Directors may be held at such places within the Commonwealth of Kentucky as may be designated by the Board of Directors.

**ARTICLE II**  
**DEFINITIONS**

Each of the terms used herein shall have the same meaning as set forth in the Declaration of Master Deed for Worthington Glen Condominium ("Declaration") made by Hills Communities, Inc., dated October \_\_, 1997, and of record at the Jefferson County Clerk's office at Louisville, Kentucky. The Declaration may be, from time to time, amended or supplemented. "Lot" and "Unit" are used interchangeably to refer to Unit.

**ARTICLE III****MEETING OF MEMBERS**

**Section 1. Annual Meetings.** The first annual meeting of the Members at the Council shall be held within one (1) year from the date of incorporation. Each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m., or at such other reasonable hour as the Board of Directors (hereinafter referred to as "Board" or "Director") sets. The Board shall also set a reasonable location for the meeting. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board. Special meetings shall be called by the President upon written request, delivered to the President in person or by certified mail, of Members having at least twenty-five (25%) of the voting power of all Members. Upon receipt of this request, the President shall immediately cause written notice to be given of the meeting to be held on a date not less than seven (7) nor more than thirty (30) days after receipt of this request. If written notice is not given within ten (10) days after the delivery of the request, the Members making the request may call the meeting and give written notice of it.

**Section 3. Notice of Meetings.** Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat. The notice shall be addressed to the Member's address last appearing on the books of the Council, or supplied by such Member to the Council for the purpose of notice. Such

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notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. Except as may be otherwise provided by law, the Articles of Incorporation, the Declaration, or these Bylaws, there shall be a quorum at any meeting of Members where Members who hold at least twenty (20%) of the total voting power in the Council are present in person or by proxy. For a vote on any matter to be valid, the quorum requirement must also be met at the time of completion of that vote.

Section 5. Adjourned Meetings. If at any regular or special meeting of the Members of the Council less than a quorum is present, a majority of those Members present and entitled to vote may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. The person designated a proxy need not be a Unit Owner. All proxies shall be in writing and filed with the Secretary prior to the meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit, except as otherwise provided in the Declaration or the Articles of Incorporation, about the proxy given to the Developer. If a first mortgagee has been designated a proxy under the terms of a first mortgage covering a Unit the presentation to the board of Mangers of a copy of the mortgage containing the proxy designation shall be notice of that designation, and, if the mortgage so states, of the irrevocability of that designation.

Section 7. Voting. At any meeting of the Members at which a quorum is present all matters shall be determined by a majority vote of those voting on the matter, unless the question is one upon

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which a different vote is required by provision of the laws of the Commonwealth of Kentucky, the Declaration, the Articles of Incorporation or these Bylaws.

Section 8. Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board of Directors who is shown on the books of the Council to be more than thirty (30) days delinquent in the payment of any assessment due the Council.

Section 9. Developer's Proxy. For a period of seven (7) consecutive years, beginning with the date of the recording of the Declaration, the Developer, or such person or entity as the Developer has designated in writing, shall have the irrevocable proxy to vote the vote of every Member of the Council, unless sooner terminated by the Developer as provided in Article IV of the Declaration.

Section 10. Stock. In order to comply with the corporation laws of Kentucky for a profit corporation, each Unit has one share of stock appurtenant to it. Ownership and/or voting of the share cannot be separated from ownership of the Unit. There is no certificate for any share. The deed for each Unit and the Declaration shall be considered notice of the name of the Council; that the grantee in any deed to a Unit, which deed is properly recorded, becomes automatically a shareholder in the Council as a Member of the Council; that there is only one class of shares; that each share is otherwise identical to each other share; and that there is one, and only one, share of stock appurtenant to the ownership of each Unit.

#### **ARTICLE IV**

##### **BOARD OF DIRECTORS-SECTION-TERM OF OFFICE**

Section 1. Number. The affairs of the Council shall be managed by a Board of three (3) Directors, during the Development Period as defined in Section 2 of this Article, and by a Board of

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five (5) Directors, during the Post Development Period, as defined herein. During the Development Period, a Director does not need to be a Member of the Council.

The Developer has the sole right to appoint all Directors until the happening of the earlier of the following events:

- (a) The Developer no longer owns a Unit in the Condominium;
- (b) The Developer gives up, in writing, the right to appoint Directors; or
- (c) Seven (7) years has passed since the date of recording of the Declaration.

The period of time from the date of the Declaration, until the happening of the earlier of one of the aforementioned events, shall be referred to as the "Development Period".

The "Post Development Period" shall mean that period after the termination of the Development Period.

Section 2. Term of Office. The Board of Directors during the Development Period shall be elected at the annual meetings, by the Developer, or at any special meeting called for that purpose. During the Post Development Period, the Board of Directors shall be elected at the annual meetings, by the Unit Owners, or at any special meeting called for that purpose.

The terms of not less than one-third ( $\frac{1}{3}$ ) of the Directors shall expire annually. Accordingly, the Directors elected by the Unit Owners at the "Development Period Special Meeting" shall be elected to staggered terms of the following lengths: two (2) Directors shall be elected to serve until the next annual meeting following the Development Period Special Meeting, and three (3) Directors shall be elected to serve until the second annual meeting following the Development Period Special Meeting. The three (3) Directors with the most votes shall be the Directors who shall serve until the second annual meeting following the Development Period Special Meeting.

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Each Director elected by the Unit Owners after the "Development Period Special Meeting" shall serve for a two-year term until the next annual meeting of Unit Owners and until a successor is elected, or until the Director's earlier resignation, removal from office, or death.

Section 3. Resignation; Removal. Vacancies. A Director may resign at any time by oral statement made at a meeting of the Board or by written notice to the Secretary. The resignation shall take affect immediately or at the time specified by the resigning Director.

A Director appointed by the Developer may be removed by the Developer at any time, with or without cause. An elected Director whose removal has been proposed by a Unit Owner shall be given an opportunity to speak at an annual or special meeting of the Members, after which that Director may be removed, with or without cause, by a majority vote of the Members.

If a vacancy is created because of resignation, removal, or death, a successor shall be appointed or elected to serve for the unexpired term of the departed Director. The Developer shall appoint a successor for any appointed Developer, and the Members shall elect a successor for any elected Director using the procedure set forth in Section 2 above, at any annual meeting of the Members or at any special meeting of the Members called for the purpose of filling this vacancy.

Section 4. Compensation. No Director shall receive compensation for any service he or she may render to the Council. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 6. Number of Initial Board. Notwithstanding any other provision of these Bylaws, the initial Board of Directors shall consist of no less than three (3) persons. The initial Board of Directors shall be appointed by the Developer, Hills Communities, Inc. ("Developer") and shall serve at the pleasure of the Developer.

## ARTICLE V

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting of the members. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and two or more Members of the Council. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among Members only.

Section 2. Election. Elections to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and the Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI****MEETINGS OF DIRECTORS**

**Section 1. Regular Meeting.** The Board of Directors shall meet annually within ten (10) days after the annual meeting of Members and in addition to the annual meeting shall meet at regular meetings reasonably established as to time and place by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board shall be held when called by the President of the Council, or by any two (2) Directors, after not less than three (3) days notice to each Director.

**Section 3. Waiver of Notice.** Any requirement of notice to a Director provided under this Article VI may be waived by the Director entitled thereto by written waiver of such notice signed by the Director and filed with the Secretary of the Council. Attendance at a meeting is considered waiver of notice.

**Section 4. Quorum.** A simple majority of the Directors then in office shall constitute a quorum for any meeting, provided that the quorum requirement must be met at the time of completion of a vote on any matter for that vote to be valid. Whether or not a quorum is present, a majority of the Directors present at a meeting may adjourn that meeting. Notice of the adjournment need not be given if the time and place to which the meeting is adjourned are fixed and announced at the meeting.

**Section 5. Voting Power.** Every act or decision done or made by a majority of the Directors present and voting at a duly held meeting at which a quorum is present shall be regarded as the act



of the Board, except as may be otherwise expressly provided in the Declaration and these Bylaws.

The President may cast an additional vote to break a tie vote on any matter.

## **ARTICLE VII**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Board shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Areas and Limited Common Areas and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Exercise for the Council all powers, duties and authority vested in or delegated to the Council by provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(c) Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) Employ a manager, an independent contractor and/or such other employees as it deems necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is required in writing by Members who together can cast twenty-five (25%) of the votes of the Council;

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(b) Supervise all officers, agents and employees of the Council, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period (failure to receive the notice or to give it shall not excuse payment of the assessment);

(3) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date and/or to bring an action at law against the Owner personally obligated to pay the same, when, in the sole determination of the Board, foreclosure or an action at law is necessary to collect such assessments and otherwise protect the interest of the Council;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain insurance as provided in the Declaration;

(f) Cause the Common Areas to be maintained; and

(g) Otherwise perform duties imposed on the Council by the Declaration.

**ARTICLE VIII**

**OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Officers. The Officers of this Council shall be a President and Vice-President, who shall at all times be Members of the Board of Directors, a Secretary, and a Treasurer, and such other Officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The Officers of this Council shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other Officers as the affairs of the Council may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment of the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. The office of Vice-President may be held by any other Officer except the President. No person shall hold more than two (2) offices simultaneously. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the Officers are as follows:

(a) President. The President shall preside at all meetings of the Board and shall see that orders and resolutions of the Board are carried out. The President may sign all legal instruments authorized by and on behalf of the Council.

(b) Vice-President. The Vice-President shall act in the place of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Council together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Council and shall disburse such funds as directed by resolution of the Board; keep proper books of accounts; cause an annual audit of the Council's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures, a copy of which shall be given to each Member at the Council's regular annual meeting.

**ARTICLE IX**

**COMMITTEES**

The Board may appoint and disband such committees as it chooses.

**ARTICLE X**

**INDEMNIFICATION PROVISIONS**

In addition to any other right or remedy to which the persons hereinafter described may be entitled, under the Articles of Incorporation, Bylaws, Declaration, any other agreement, or by vote of the Members or otherwise, the Council shall indemnify any Director or Officer of the Council or former Director or Officer of the Council, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was a Director or Officer of the Council, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Council, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plead of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Council, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

**ARTICLE XI****MISCELLANEOUS**

Section 1. Books and Records. The books, records and papers of the Council shall at all time, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Council shall be available for inspection by any Member at the principal office of the Council, where copies may be purchased at reasonable cost.

Section 2. Fiscal Year. The fiscal year shall begin on the first day of January of every year, except that the first fiscal year of the Council shall begin at the date of incorporation. The commencement date of the fiscal year herein established may be changed by the Board of Directors.

Section 3. Execution of Corporation Documents. With the prior authorization of the Board of Directors, all notes, contracts and other documents shall be executed on behalf of the Council by either the President or the Vice-President, and all checks and other drafts shall be executed on behalf of the Council by such officers, agents or other persons as are, from time to time, by the Board, authorized so to do.

Section 4. Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 5. Amendments. These Bylaws may be amended, at a regular or special meeting of the Members, by affirmative vote of fifty-one percent (51%) of the total number of votes of the Members of the Council. Notwithstanding the foregoing, the Developer, or any person or entity whom the Developer has designated, must consent in writing to the amendment before the amendment is effective if the amendment is passed during the Development Period.

Section 6. Governing Law. The Bylaws shall be interpreted and enforced under the laws of the Commonwealth of Kentucky.

Section 7. Perpetuities; Restraints on Alienation. If an option, privilege, covenant, or right created by the Bylaws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) rule restriction restraints on alienation, or (c) any other statutory or common law rule imposing time limits, then that provision shall continue only until twenty-one years after the death of the last survivor of the now living decedents of William Jefferson Clinton.

Section 8. Severability. The invalidity of part or all of any provision of the Bylaws shall neither impair the validity of nor affect in any manner the Declaration or the rest of the Bylaws.

Section 9. Heirs, Successors and Assigns. These Bylaws shall be binding upon and shall inure to the benefit of the Council, the Developer, Members and the Developer's and Members' heirs, successors, and assigns.

Section 10. Interpretation of Bylaws. The Section headings are for convenience only and shall not affect the meaning or construction of the Bylaws. A reference to a Specific section without further identification of the document containing that Section is a reference to a Section in the Bylaws.

ADOPTED this \_\_\_\_\_ day of October, 1997.

WORTHINGTON GLEN COUNCIL OF  
CO-OWNERS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*VIII. Participant Reforms.*

A. Disclosure to Participants. RPA section 775. The RPA requires that plan administrators of certain underfunded plans annually notify participants and beneficiaries in language that can be understood by average participants of the plan's funding status and the limits of the PBGC's guarantee should the plan terminate while underfunded. Only those plans that are subject to the VRP and that are not exempt from the DRC are required to provide this notice. This participant notice requirement applies to all plans including plans with 100 or fewer participants. This new section 4011 of ERISA is effective for plan years beginning after December 8, 1994. However, no notification is required until the PBGC issues regulations prescribing the form, manner and time of the notice. The PBGC is developing regulations, and anticipates having them published so that plans will give the notice for the 1995 plan year. The regulations will include a model notice that plans can use to satisfy the requirements.

B. Missing Participants. RPA section 776. The RPA amends ERISA's standard termination requirements for participants whom the plan administrator cannot locate after a diligent search ("missing participants") (see sections 4041(b) and 4050 of ERISA). The RPA requires a plan administrator to transfer assets to the PBGC for each missing participant whose benefit is not provided by the purchase of an annuity. The RPA also requires that a plan administrator provide the PBGC with information, such as the name of the annuity provider and the participant, in the case of any missing participant for whom the plan administrator purchases an annuity.

The RPA provides that a plan that operates in accordance with these provisions will not fail to be a qualified plan solely because it followed these provisions with respect to the benefits of missing participants (see section 401(a)(34) of the Code) and that plans shall provide that, upon termination, benefits of missing participants shall be treated in accordance with new section 4050 (see section 206(f) of ERISA).

This provision is effective for distributions that occur in plan years commencing after the PBGC issues final regulations implementing these provisions. The PBGC is working quickly to develop the operational and system changes, forms and regulations needed to implement the program.

C. Modification of Maximum Guarantee for Disability Benefits. RPA section 777. The RPA provides that the PBGC's maximum guaranteed monthly benefit paid to a participant who is totally and permanently disabled on or before the plan termination date is not reduced to reflect the age at which the participant commences benefits. To be considered disabled for purposes of the maximum guarantee, the Social Security Administration must have determined that the participant satisfies the definition of disability under Title II or XVI of the Social Security Act. This provision is effective for plans with respect to which termination proceedings are instituted by the PBGC, or in the case of distress terminations for which notices of intent to terminate are filed, on or after December 8, 1994.

D. Remedies for Noncompliance With Requirements for Standard Termination. RPA section 778(a). The RPA provides the PBGC with discretion not to issue a notice of noncompliance invalidating a standard termination if the PBGC determines that issuance of such a notice would be inconsistent with the interests of participants and beneficiaries. The PBGC can continue to exercise other current law remedies in those situations; for example, assessing penalties against the plan administrator under section 4071 of ERISA. This provision is effective for standard terminations with respect to which the PBGC has not issued a notice of noncompliance or a final determination notifying the termination as of December 8, 1994. Until further guidance is issued, the PBGC will apply this discretion in narrow circumstances where it is clearly in the interests of participants.



EXHIBIT J  
**REGIONAL STORMWATER FACILITIES FEE AGREEMENT**

BOOK 6952 PAGE 0087

No. \_\_\_\_\_

THIS AGREEMENT made and entered into this 22nd day of January, 1997,  
by and between the Louisville and Jefferson County Metropolitan Sewer District, hereinafter referred to as "MSD", and  
Stephen Guttman of Hills Communities, Inc.  
whose address is 7420 Montgomery Road Cincinnati OH 45236

WITNESSETH:

WHEREAS, Owner is proposing a development in the regional area known as the  
Harrods Creek watershed of MSD's stormwater service area, and described  
as follows (description of Project and location): Worthington Glen Condominiums  
hereinafter referred to as the "Project", and;

WHEREAS, the Project will contribute to greater stormwater runoff entering existing drainage facilities maintained, operated and provided by MSD within its stormwater service area unless Owner provides on-site stormwater drainage detention/retention facilities, and;

WHEREAS, in accordance with MSD's Regional Facilities Policy, adopted October 24, 1988, MSD is authorized to enter into a voluntary agreement with the Owner for the acceptance of payment in lieu of constructing on-site drainage detention/retention facilities, in order to mitigate a direct impact that has been identified as a consequence of Owner's Project or to provide funding which may be used to reduce, improve or enhance drainage within MSD's stormwater service area, (all of which is hereinafter referred to as the "direct impact"), and;

WHEREAS, the payment accepted by MSD shall be used for the purpose of mitigating said direct impact, as determined appropriate by MSD;

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree to the terms and conditions as stated herein.

1. Owner agrees that in order to mitigate the direct impact that has been identified, Owner shall pay to MSD, at the time of execution of this Agreement:

The fee of Twenty-Seven Thousand Five Hundred Dollars (\$ 27,500.00 ). Such fee is equivalent to MSD's estimated cost of providing stormwater storage volume necessary to mitigate the impact of the increase in runoff from the development into MSD facilities, and is a fixed fee based on community wide average costs for such facilities.

2. Owner acknowledges and agrees that there is a direct impact as a result of Owner's Project and that this Agreement is necessary as a result of that impact.
3. MSD accepts Owner's contribution in lieu of requiring Owner to provide all necessary on-site stormwater drainage detention/retention facilities for the Project.
4. Owner agrees that nothing contained herein shall relieve Owner of the responsibility for providing adequate drainage facilities on-site, and discharging to a public drainage facility in accordance with approved plans. Owner shall be responsible for preparing plans and constructing drainage facilities in accordance with MSD design standards and practices.

5. If the Project referenced by this Agreement is not located within the MSD stormwater drainage service area as of the date of this Agreement, Owner shall execute and deliver to MSD an Extension of Stormwater Drainage Boundary Agreement, the effect of which will officially enlarge and extend the boundary of MSD's stormwater drainage service area to include the property on which the project is to be constructed.
6. MSD and the Owner each binds itself and its partners, successors, executors, administrators and assigns to the other party to this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither MSD nor the Owner shall assign, sublet or transfer its interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, director, employee or agent or any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than MSD and the Owner.
7. This Agreement supercedes all previous agreements, oral or written, between MSD and the Owner and represents the whole and entire Agreement between the parties regarding this matter. No other agreements or representations, oral or written, have been made by MSD. This Agreement may not be altered, modified or amended except in writing properly executed by an authorized representative of MSD and the Owner.
8. If any section, clause or provision of this Agreement shall be held invalid, such holding of invalidity shall not affect the validity of any remaining section, clause, paragraph, portion or provision of this Agreement.
9. The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action at law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted and maintained in any court of competent jurisdiction located in the County of Jefferson, Commonwealth of Kentucky.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement the day, month, and year first above written.

OWNER Hills Communities, Inc.

LOUISVILLE AND JEFFERSON COUNTY  
METROPOLITAN SEWER DISTRICT

By: 

(Printed Name) Stephen Guttman

(Title) President

Gordon R. Garner  
Executive Director

This Instrument Reviewed By:

Camille Erwin  
Attorney at Law  
400 South Sixth Street  
Louisville, Kentucky 40202-2397  
Telephone: (502) 587-0591

STATE OF OHIO

BOOK 6952 PAGE 0089

COUNTY OF HAMILTON

)  
) SS  
)

I, the undersigned Notary Public in and for the Commonwealth and County aforesaid, do hereby certify that the foregoing instrument was this day presented to Me by Stephen Guttman who, being by me first duly sworn, declared that he signed the foregoing instrument as President by authority and direction of its Board of Directors, as a true and proper act and deed.

WITNESS my hand this 22nd day of January, 19 97.

My Commission expires: JUNE 21 1999.

Margaret L Kothrade  
NOTARY PUBLIC

**MARGARET L. KOTHRADÉ**  
Notary Public, State of Ohio  
My Commission Expires June 21, 1999

CONSENT OF MORTGAGEE

THE FIFTH THIRD BANK, an Ohio banking corporation and the holder of a mortgage to the premises recorded in the Official Records of Jefferson County, Kentucky at ~~Book 4484~~ Book 4484, Page 866 hereby consents to the execution and delivery of the foregoing Declaration of Master Deed, with exhibits thereto (the "Declaration"), and to the filing thereof, in the office of the County Recorder of Jefferson County, Kentucky, and further subjects the above-described mortgage to the provisions of the foregoing Declaration with attached exhibits.

IN WITNESS WHEREOF, THE FIFTH THIRD BANK by its authorized officer, has caused the execution of this Consent this 16 day of OCTOBER, 1997.

Signed and acknowledged  
in the presence of:

THE FIFTH THIRD BANK

Donna M Bettsch  
Printed: DONNA M BETSCH

By: [Signature]  
Name: DOUGLAS J SURGES  
Title: VICE PRESIDENT

Brian L Rogg  
Print: BRIAN L ROGG

STATE OF OHIO                    )  
  ): ss:  
COUNTY OF HAMILTON        )

The foregoing instrument was acknowledged before me this 16 day of OCTOBER, 1997, by DOUGLAS J SURGES, VICE PRESIDENT of The Fifth Third Bank, an Ohio banking corporation, on behalf of the corporation.

[Signature]  
Notary Public

This instrument prepared by:  
Jody Klekamp Stachler  
Jody Klekamp Stachler, Esq.  
KEATING, MUETHING & KLEKAMP  
1800 Provident Tower  
One East Fourth Street  
Cincinnati, Ohio 45202  
(513) 579-6400



BRIAN L. ROGG  
Notary Public, State of Ohio  
My Commission Expires Feb. 15, 2001





WORTHINGTON GLEN COUNCIL OF CO-OWNERS, INC.

LOUISVILLE, KENTUCKY

**BOARD POLICY ON INTERPRETATION OF MASTER DEED PROVISIONS RELATING TO  
PAYMENT FOR REPAIRS OR REPLACEMENT OF PATIOS AND BALCONIES**

**WHEREAS**, the Declaration of Master Deed ("MASTER DEED") establishing Worthington Glen Condominium ("WCG") was recorded on October 20, 1997 in the office of the Jefferson County Clerk in Deed Book 6952 Pages 1-91;

**WHEREAS**, the Master Deed provisions regarding the responsibility for payment of repairs or replacement to the Units' balconies and patios are ambiguous;

**WHEREAS**, the Board of Directors of the Worthington Glen Council of Co-Owners, Inc. (the "Board") pursuant to Article 10, Section 10.4(c) of the Master Deed and Article VII, Sec.1(b) of the Bylaws can interpret the Master Deed to address any ambiguity therein;

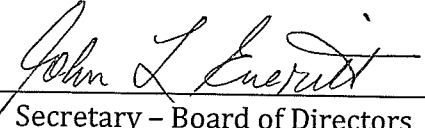
**WHEREAS**, the Board, at a duly called meeting, heard a motion to interpret the Master Deed as assigning responsibility for payment of repair or replacement of the Units' balconies and patio to the Association;

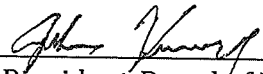
**WHEREAS**, the motion was seconded and after discussion, approved by a majority of the Board;

**RESOLVED**, any provisions relating to payment for repairs or replacement of a Unit's balcony or patio for damage or repair to the balcony or patio that is not related to a Unit owner's misuse, negligence, or intentional acts shall be construed as imposing the cost of the repair or replacement as Common Expense to be borne by the Association.

A majority of the board members having voted affirmatively at the regular board meeting held February 27, 2014, this Policy is passed as affirmed by the signature of Secretary and President of the Board of Directors of the Worthington Glen Council of Co-Owners, Inc.

Recorded in the Book of Minutes this 27<sup>th</sup> day of February, 2014.

Signed  Date: 2/27/2014  
Secretary - Board of Directors

Attested:  Date: 2/28/14  
President-Board of Directors

