

ORIGINAL COPY FILED
SECRETARY OF STATE OF KENTUCKY
FRANKFORT, KENTUCKY

ARTICLES OF INCORPORATION

OF

SPRING HOUSE HOMEOWNERS ASSOCIATION, INC.

AUG 07 1981

[Signature]
SECRETARY OF STATE

The undersigned, being over the age of twenty-one years, do hereby voluntarily associate themselves for the purpose of forming a non-stock, non-profit Kentucky corporation in accordance with the provisions of Kentucky Revised Statutes Chapter 273.

ARTICLE I

The name of the corporation is Spring House Homeowners Association, Inc., hereinafter sometimes called the "Association".

ARTICLE II

The duration of this corporation shall be perpetual.

ARTICLE III

The corporation is formed for the purpose of providing for the maintenance, improvement, enlargement, preservation, and architectural control of the common areas and community facilities and for the architectural control of the lots, within that certain tract of property described as follows:

Lying and being in the City of Cold Spring,
County of Campbell, Commonwealth of Kentucky,
and being all of Spring House Subdivision,
Section One to be recorded in the Campbell
County Clerk's Records by the declarant.

And to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and to this end, the Association shall have power;

(a) to exercise all of the duties and obligations of the Association as set forth in that certain "Declaration of Covenants, Conditions and Restrictions of Ownership" applicable to the property, hereinafter called the "Declaration", to be recorded in the office of the Campbell County, Kentucky Clerk, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds of the total number of votes of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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 has been signed by two-thirds of the total number of votes held by each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that if any such merger, consolidation or annexation shall have the assent of two-thirds of the total number of votes held by each class of members; except, as otherwise set forth in the "Declaration";

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit corporation statutes of the Commonwealth of Kentucky by law may now or hereafter have or exercise.

ARTICLE IV

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE V

The Association shall have two (2) classes of voting members.

(a) With the exception of a Developer until Class B membership has lapsed and becomes a nullity, every person, group of persons, or entity who is a record owner of a fee interest in any lot which is or becomes subject by covenants of record to assessment by the

Association shall be a Class A member of the Association. Provided, however, that any such person, group of persons or entity who hold such interest solely as security for the performance of an obligation shall not be a member and provided, further, that any person, group of persons, or entity who holds such an interest in any lot designed as Common Areas or Community Facilities shall not be a member on account thereof. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership, however, the owner of a lot on which is located or proposed by the Declarant to be located more than one living unit shall be entitled to one vote for each living unit. 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 shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

(b) Class B member shall be the Declarant, which shall be entitled to three votes for each lot in which any Developer holds the interest otherwise required for Class A Membership multiplied by the number of living units located or proposed by the Declarant to be located on such lot, provided, however, that each Class B membership shall lapse and become a nullity on the happening of either of the following events, whichever occurs earlier;

- (i) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (ii) on December 31, 1991.

At such time as Class B membership shall lapse and become a nullity, any Developer which, for any lot, holds an interest therein other wise required for Class A membership, shall be deemed a member

of such Class with reference to such lot or lots and entitled to the voting and all other rights of such Class member.

ARTICLE VI

The registered office of the Association shall be at 211 Grandview, Ft. Mitchell, Kentucky, 41017, and Thomas F. Miller at such address, shall be its registered agent.

ARTICLE VII

The affairs of the Association shall be managed by a Board of Directors, sometimes called Board of Trustees, of not less than three (3) persons, who need not be members of the Association. The number of Directors shall be designated by the By-Laws of the Association. The names and addresses of the incorporators, who are the persons who are to act in the capacity of Directors until the selection of their successors are:

Thomas F. Miller	211 Grandview Avenue Ft. Mitchell, Kentucky 41017
James E. Wolf	211 Grandview Avenue Ft. Mitchell, Kentucky 41017
Alan W. Goetz	211 Grandview Avenue Ft. Mitchell, Kentucky 41017

At the first annual meeting the members shall elect one-third of the Directors for a term of one (1) year, one-third of the Directors for a term of two (2) years, and one-third of the Directors for a term of three (3) years, and if the number of Directors as established by the By-Laws is not equally divisible by three, then the first Director in excess of the number equally divisible by three shall be elected for a term of one (1) year and, if applicable, the additional Director shall be elected for a term of two (2) years. At each annual meeting thereafter, the members shall elect Directors for a term of three (3) years.

ARTICLE VIII

In the event of the dissolution of this corporation no member, trustee, officer or other private person, shall be entitled to any distribution or division of the corporation's remaining assets or the proceeds thereof. Instead the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, have all the assets dedicated to an appropriate public agency or body to be devoted to purposes as nearly practicable the same as those purposes for which the Association was formed. Such, if any of the assets, that are refused acceptance by the public agency or body, shall be disposed of by the Board of Directors to such organization or organizations similar in purpose to the liquidating corporation as shall at the time qualify as an exempt organization or organizations under Section 501(c) of the Internal Revenue Code of 1954 (or the corresponding provisions of any future United States Internal Revenue Law), as the Board of Directors shall determine. This Association shall not be dissolved without written consent, duly signed, of at least two-thirds of the total number of votes of each class of members.

ARTICLE IX

These Articles of Incorporation may be amended in the manner now or hereafter provided by Kentucky Statute for the Amendment hereof, but only with the assent of seventy-five percent (75%) of the total number of votes held by the entire membership of the Association.

ARTICLE X

As used in these Articles of Incorporation, the terms Common Areas, Community Facilities, Declarant, Developers and Lot shall be

the same meaning as such is defined to be in the "Declaration of Covenants, Conditions and Restrictions of Ownership" hereinabove referred to:

IN WITNESS WHEREOF, I have hereunto signed my name this 7 day of August, 1981.

Thomas F. Miller
Thomas F. Miller

James E. Wolf
James E. Wolf

Alan W. Goetz
Alan W. Goetz

STATE OF KENTUCKY

COUNTY OF KENTON

Be it remembered that on this 7th day of AUGUST, 1981, personally appeared before me Thomas F. Miller, James E. Wolf and Alan W. Goetz, personally known to me, and acknowledged the execution of the foregoing Articles of Incorporation to be their free act and deed.

Given under my hand and seal on the day and year first written above.

Orlando M. Steffen
Notary Public
My Commission expires: _____

My Commission Expires May 28, 1985

This Instrument
Prepared By
ZIEGLER & SCHNEIDER
Attorneys at Law
Covington Trust Building
Covington, Kentucky 41011

By: Thomas F. Miller