

AMENDED AND RESTATED DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

**WOODS OF ST. THOMAS SUBDIVISION**

SECTIONS 1 THROUGH 7 AND ESTATE SECTIONS A, B AND C  
JEFFERSON COUNTY, KENTUCKY

PLAT AND SUBDIVISION BOOK 35, PAGES 65, 66, 93 AND 94  
PLAT AND SUBDIVISION BOOK 36, PAGES 41 AND 50  
PLAT AND SUBDIVISION BOOK 37, PAGES 27 AND 85  
PLAT AND SUBDIVISION BOOK 38, PAGE 7  
PLAT AND SUBDIVISION BOOK 40, PAGE 21

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE WOODS OF ST. THOMAS SUBDIVISION ("the Subdivision"), SECTIONS 1 through 7 and Estate Sections A, B and C, is made on this 28th day of October, 1996, by THE WOODS OF ST. THOMAS HOMEOWNER'S ASSOCIATION, INCORPORATED, a Corporation incorporated under the laws of the Commonwealth of Kentucky, located at Post Office Box 22888, Louisville, Kentucky 40252, known as the "Association", and has been ratified and adopted by the owners of seventy-five percent (75%) of the lots in each section, as required by the original Declarations of Covenants, Conditions and Restrictions for each respective section of the Subdivision.

WHEREAS, the Association is the designated successor to Thieneman Properties which filed the original Declaration of Covenants, Conditions and Restrictions ("the Declaration") for Section 1 of the Subdivision on October 23, 1986, as recorded in Book 5625, Pages 771-780, in the office of the Clerk of the County Court of Jefferson County, Kentucky, and

WHEREAS, the Association is the recognized authority representing the interests of the owners of the lots in all of the above-recited sections of the Subdivision, and

WHEREAS the Association has been given the authority to govern the common affairs of said Subdivision.

NOW, THEREFORE, the Association, with the approval and ratification of the owners of the requisite number of lots in the Subdivision, hereby declares that all of the property hereinafter described shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and be binding on all parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to the benefit of each owner.

ARTICLE I -- REAL PROPERTY SUBJECT TO THIS DECLARATION

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

Lots 1 through 5, and 21 through 65, inclusive, in Section 1, of record in Plat and Subdivision Book 35, Page 66 in the Office of the County Clerk of Jefferson County, Kentucky.

Lots 66 through 93, inclusive, in Section 2, of record in Plat and Subdivision Book 35, page 94, in the office aforesaid.

Lots 94 through 127, inclusive, in Section 3, of record in Plat and Subdivision Book 35, page 93, in the office aforesaid.

Lots 173 through 211, inclusive, in Section 4, of record in Plat and Subdivision Book 36, page 50, in the office aforesaid.

Lots 213 through 221, inclusive, in Section 5, of record in Plat and Subdivision Book 37, page 85, in the office aforesaid.

Lots 222 through 249, inclusive, in Section 6, of record in Plat and Subdivision Book 38, page 7, in the office aforesaid.

Lots 250 through 287, inclusive, in Section 7, of record in Plat and Subdivision Book 40, page 21, in the office aforesaid.

Lots 6 through 20, inclusive, in Estate Section A, of record in Plat and Subdivision Book 35, page 65, in the office aforesaid.

Lots 128 through 156, inclusive, in Estate Section B, of record in Plat and Subdivision Book 36, page 41, in the office aforesaid.

Lots 212 and 157 through 172, inclusive, in Estate Section C, of record in Plat and Subdivision Book 37, page 27, in the office aforesaid.

BEING part of the same property acquired by Thieneman Properties by Deed dated September 16, 1986, as recorded in Deed Book 5416, Page 406, in the office aforesaid.

#### ARTICLE II -- USE RESTRICTIONS

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

#### Section 2. Nuisances.

(a) No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be, or come to be, an annoyance or nuisance to the neighborhood.

(b) No homeowner shall promote or allow boisterous late night parties or activities which may reasonably be considered offensive to, or disturbing the peace of, his neighbors.

(c) No homeowner shall permit or allow the intentional or wanton damage or destruction of common properties or the property of any individual owner by a minor in his household, and the owner shall be held responsible for the actions of minors ~~residing in his household.~~

Section 3. Use of Other Structures and Vehicles. The following shall govern the use of structures and vehicles.

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

(b) No other structure of any type, other than the main residence erected on the lot, shall be used as a residence either temporarily or permanently.

(c) No trailer, shack, tool shed, separate garage, barn or lean-to shall be erected or placed on any lot either temporarily or permanently.

(d) No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle, house trailer or boat shall be parked or kept on any lot unless housed in an enclosed garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in a garage) or on any street in the Subdivision. No trailer, boat, truck, or other vehicle, (except an automobile shall be parked on any street in the Subdivision for a period in excess of twenty-four (24) hours nor shall such parked vehicle impede the free flow of traffic on said street.

(e) Only those vehicles or conveyances authorized by the laws or regulations of the Commonwealth of Kentucky or Jefferson County to be operated on highways, roads or streets shall be permitted to operate on any street, roadway or sidewalk in the Subdivision.

(f) No automobile, boat trailer, or other vehicle, shall be continuously or habitually parked on any street or public right-of-way in the Subdivision.

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

(a) Each homeowner shall confine dogs within the limits of his property through tether, electronic device or fence

(b) When not on the homeowner's property all dogs shall be under the control of the owner, or the owner's agent, by leash.

(c) Each homeowner shall be responsible for the removal of his pet's excrement from any location not on the homeowner's property.

Section 5. Clothes Lines, Fences and Walls, Tennis Courts Swimming Pools, Antennae and Receivers/Transmitters.

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

(b) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residence. No fence or wall shall be constructed on

any corner lot so as to impede vision at an intersection. Excepting those fences or walls currently in existence (which, if necessary, may be repaired or restored to their original height), no fence or wall more than five (5) feet in height may be erected after the adoption and filing of this Amended and Restated Declaration. Fences shall only be constructed of wood or wrought-iron and walls shall only be constructed of brick and/or fieldstone. All fences and walls shall be maintained in good repair.

(c) No tennis court fence shall be erected on any lot in the Subdivision unless the fencing is coated with black or green vinyl.

(d) No aboveground swimming pool shall be erected or placed on any lot unless its design and placement are approved in writing by the Association.

(e) All antennae for television reception and/or shortwave or microwave reception or transmission shall be enclosed in the attic of the residence; except, so-called micro dish satellite receivers may be placed on a lot upon the written approval of its proposed location by the Association.

Section 6. Duty to Maintain Lot. The following provisions govern the responsibility of the homeowner to maintain a lot prior to and following construction of a residence.

(a) From and after the date of purchase of a lot until construction of a single family residence is started, the property owner shall be responsible for maintaining the lot, including but not limited to mowing. If the property owner fails that responsibility, the Association shall take whatever action

is necessary to maintain the lot and charge the property owner for the costs so incurred.

(b) Following the construction or occupancy of a single family residence, it shall be the responsibility of the homeowner to seed or sod the lawn, keep the lawn free of weeds and trash, keep the grass properly cut, and maintain the lawn and plantings in an otherwise neat and attractive appearance. If the homeowner fails to do so, the Association may take such action as it deems necessary, including mowing, in order to make the lot neat and attractive and the owner shall, immediately upon demand, reimburse the Association or performing party for all expenses incurred. The Association shall have a lien on that lot and the improvements thereon to secure the repayment of all amounts due under this Section 6. The lien may be enforced by foreclosure against that lot and improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

Section 7. Duty to Repair and Rebuild. The following provisions pertain to the maintenance, repair or rebuilding of residences.

(a) Each homeowner shall, at his sole cost and expense, maintain and repair the residence, keeping it in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear. Any such repairs or maintenance, once undertaken, shall be completed in a timely manner.

(b) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly repair, reconstruct or rebuild such

residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty. Failing those efforts, the homeowner shall completely remove said structure, filling in the basement, removing trash or debris and planting the lot in grass or sod within a reasonable period of time after the date of such fire or casualty.

Section 8. Businesses or Home Occupations. No business, trade, commercial activity, manufacture, day-care center, or professional practice of any kind or type shall be conducted in any building or residence on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

Section 9. Signs. Signs advertising the sale or rental of a house or sale of a lot shall be no larger than nine (9) square feet in surface area. No signs of any type shall be taped, tied nailed/tacked or affixed to any street sign or street light post within the Subdivision. No sign of any type shall be placed on any common area or berm within the Subdivision without the specific written approval of the Association. Any sign advertising or directing traffic to a yard or garage sale, party or special event sponsored by a homeowner shall be removed by that homeowner immediately following the conclusion of that event. This restriction shall not prohibit the placement of occupant name and street address signs as allowed by applicable zoning regulations.

Section 10. Drainage. Drainage of each lot shall conform to the general drainage plans of the Subdivision. No storm water drains, roof downspouts, sump pumps, or ground water pipes shall



be introduced into the sanitary sewage system or roadways. No homeowner shall divert water runoff from one property to another. All drainage connections shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Section 11. Snow Removal. Each homeowner shall be responsible for clearing, or causing to be cleared, any accumulation of snow from his lot's sidewalk. Homeowners shall be responsible for removing from the street or roadway any vehicle which may impede snow removal efforts.

Section 12. Disposal of Trash. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage, including the common areas. Trash, garbage or other waste shall be kept in appropriate sanitary containers.

(a) All trash containers shall have tight-fitting lids and all plastic bags used for the disposal of trash or debris shall be of the "heavy duty" type and shall be securely tied to prevent spillage by wandering animals seeking food wastes. Homeowners shall be responsible for cleaning up any spilled debris or food wastes.

(b) Except when at the curbside for collection, all trash containers shall be kept in the homeowner's garage. Following collection, all trash containers shall be removed from curbside with reasonable promptness and returned to the garage.

Section 13. Underground Utility and Cable Television Service. The following provisions pertain to easements and conditions of utility and cable television lines.

(a) Each property owner's electric utility service lines shall be underground throughout the length of service line from

Louisville Gas & Electric (LG&E) point of delivery to the customer's building; LG&E shall retain title to the service lines and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to LG&E's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the Plat shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express written consent of LG&E and/or Bell South Telephone Company.

(b) Easement for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) outlined by dash lines and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the properties in the Subdivision, LG&E is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) The electric and telephone easements hereby dedicated and reserved to each property owner shall include easements for the installation, operation and maintenance of cable television service to the property owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communications, telecommunications and energy transmission media.

#### ARTICLE III -- ARCHITECTURAL CONTROL

The following provisions pertain to architectural controls for the Subdivision.

##### Section 1. Approval of Construction and Landscape Plans.

(a) No structure may be erected, placed or altered on any lot until the construction plans and building specifications and a plan showing (i) the location of improvements on the lot; (ii) the grade elevations (including rear, front and side); (iii) the type of exterior material (including delivery of a sample thereof); and (iv) the location and size of the driveway (which shall be concrete), shall have been approved in writing by the Association. No alteration in the exterior appearance of the buildings or structures shall be made without like approval.

(b) In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Association for its approval in writing, which plan shall show the trees, shrubs and other plantings then existing or proposed for the lot. Each landscape plan for a lot submitted to the Association shall obligate the owner to install (to the extent the same are not

already located on the lot) trees, shrubs, and other plantings having a current fair market value of two (2) percent of the assessed value of the improvement thereon. The Association reserves the right to waive these requirements.

(c) References to the "Association" shall include any entity person or organization to whom the Association may assign the right of approval. References to "structure" in this paragraph shall include any building (including a garage), any additions to or modifications of the exterior of the house (including awnings), fence, wall, antennae and microwave and other receivers and transmitters (including so-called satellite dishes").

Section 2. Building Materials; Roof; Builder. This section pertains to residential construction.

(a) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. The Association recognizes that the appearance of other exterior building materials (such as wood siding) may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials on a case-by-case basis.

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

© The general contractor constructing the residential structure on any lot shall be a member in good standing of the Louisville Home Builder's Association, shall have been in the

construction business for a period of at least one year and must have supervised the construction of, or built, a minimum of six homes comparable to those homes existing in the Subdivision. The Association makes this requirement to maintain a high quality of construction within the Subdivision and reserves the right to waive these standards of experience.

Section 3. Minimum Floor Area. The following shall be the minimum floor areas for homes to be constructed in this Subdivision.

(a) The ground floor area of a one story house shall be a minimum of 1,800 square feet, exclusive of the garage, except in the Estate Section where it shall be 2,100 square feet.

(b) The ground floor area of a one and one-half story house shall be a minimum of 1,300 square feet, exclusive of the garage, except in the Estate Section where it shall be 1,500 square feet.

(c) The ground floor area of a tri-level house shall be a minimum of 2,000 square feet, exclusive of the garage, except in the Estate Section where it shall be 2,400 square feet.

(d) The ground floor area of a two story house shall be a minimum of 1,100 square feet, exclusive of the garage, except in the Estate Section where it shall be 1,250 square feet.

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

Section 4. Setbacks. No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded Plat of each respective section of the Subdivision, except bay windows and

steps may project into said areas and open porches may project into said areas by not more than six (6) feet.

Section 5. Garages; Carports. The following shall pertain to garages and carports.

(a) The openings or doors for vehicular entrances to any garage located on a lot shall not face the front lot line unless otherwise approved in writing by the Association. Front-facing openings for vehicular entrances or garages located may be approved by the Association on certain lots in Section 7 of the Subdivision in situations where the size or configuration of the lot makes entrances or garages preferable or desirable. All lots shall have at least a two car garage unless otherwise approved in writing by the Association. No detached garages are allowed. Garages, as structures, are subject to prior plan approval under Section 1 of Article III.

(b) No carport (whether for parking of a vehicle, trailer or boat) shall be constructed on any lot in the Subdivision.

Section 6. Landscaping; Sidewalks; Driveways; Trees. The following pertains to the above mentioned.

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

(b) Each lot owner shall cause a sidewalk to be constructed on the lot immediately following completion of construction of the residence. The sidewalk requirement may be waived by the Association in cases involving "fall away" lots, lots on "courts," and "zero base line" lots; each such waiver shall be

approved in writing by the Association on a case-by-case basis. The homeowner shall be responsible for the maintenance and repair of sidewalks on the lot.

(c) Each lot owner shall cause a driveway made of concrete to be constructed connecting the garage to the abutting street within three months after completion of a singlefamily residence.

(d) Upon construction of a residence, the owner shall cause to be planted two trees (at least two and one-half inches in diameter) in the front yard of the lot, unless such planting would interfere with other, or existing, plantings. No tree shall be removed from any lot without the prior written approval of the Association.

(e) Upon an owner's failure to comply with the provisions of this Section 6, the Association may take such action as necessary to assure compliance and the owner shall immediately upon demand reimburse the Association for such expenditures. The Association shall have a lien on the property to secure repayment of costs so incurred, and the lien may be enforced through foreclosure against the property.

Section 7. Mail and Paper Boxes; Hedges. No mail box, paper box, or hedge shall be placed or planted on any lot unless its design and placement/planting have been approved in writing by the Association. Mail boxes and/or paper boxes shall be kept in good repair. Hedges shall be neatly maintained and trimmed and are subject to the same restrictions as to height and frontage as fences and walls in Article II.

Section 8. Filling and removal of soil. No lot or parcel shall be increased in size by filling in any body of water which

it abuts. The elevation of a lot shall not be changed so as to materially affect the surface elevation, grade or drainage of the surrounding lots.

Section 9. Homeowner's Association; Assessments. This pertains to the Association and its assessments.

(a) The Articles of Incorporation of THE WOODS OF ST. THOMAS HOMEOWNER'S ASSOCIATION, INCORPORATED ("Association") which may be amended from time to time, dated September 23, 1986, are recorded in Corporation Book 158, Page 257, in the office of the Clerk of Jefferson County, Kentucky. Every owner of a lot in Sections 1 through 7 and Estate Sections A, B and C of the Woods of St. Thomas Subdivision, shall be a member of the Association, and by acceptance of a deed for any lot, agrees to accept membership in, and does thereby become a member of, the Association. Such owner and member shall abide by the Association's By-Laws, rules and regulations, shall pay the assessments provided for when due, and shall comply with decisions of the Association's Board of Directors.

(b) The objects and purposes of the Association are set forth in its Articles of Incorporation and By-Laws and shall be to serve the common good and general welfare of members and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, medians, open spaces and common areas, crosswalks, gatehouses, irrigation systems, storm drains, retention and other basins, lakes, fences, street lights, street signs and entrances as may be shown on the Subdivision Plats, and acceptance of common areas for purposes of operation,



maintenance and repair. The objects and purposes shall include the absolute and mandatory responsibility to maintain the lots designated on the Subdivision Plats as Open Space in such fashion as not to create a potential or actual health or safety hazard. Failure of the Association to maintain Open Space shall authorize any governmental authority concerned with maintenance of such areas to perform the required maintenance and have a claim upon said property for the reasonable expenses thereof, together with the right of such authority to enforce the restrictions herein relating to Open Space obligations.

(c) Any assessments levied by the Association shall be used only for purposes generally benefiting the members of the Association and shall constitute a lien upon the lot and improvements thereon against which each such assessment is made. Assessment shall be made against every lot in the Subdivision other than common areas, and shall be levied upon the owner of record of each such lot. This lien shall be subordinate to the lien of any first mortgage or vendor's lien on the lot recorded prior to said lien and shall be enforceable against the real estate by foreclosure or otherwise.

(d) All assessments shall become delinquent if not paid within 30 days from the date when due, and thereafter shall bear interest at the rate of nine percent (9%) per annum until paid.

(e) The Association's Board of Directors may from time to time increase or decrease the assessment and determine the amount and fix the due date of each assessment.

(f) Should it become necessary for the Association to institute legal proceedings to collect any assessments, by

foreclosure or otherwise, it shall be entitled to recover its reasonable attorney's fees so incurred.

Section 10. Homeowner's Association's Right of Entry. Any authorized representative of the Homeowner's Association or its Board of Directors shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot or in the event of any emergency or in connection with the maintenance of, repairs, or replacements within the common areas, or any equipment, facilities or fixtures affecting or serving other lots or the common area or to make any alteration required by any governmental authority, including the right to enter upon or through any lot for access to any common area for the maintenance and improvement thereof. No lot owner shall damage, construct a wall or fence or change in any way any common area or the landscaping thereon.

Section 11. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the common areas which shall appurtenant to and shall pass with the title to every lot. The common areas mean and refer to all non-residential lots and areas which are shown on any recorded final Subdivision Plat within any portion of the Woods of St. Thomas made subject to the Homeowner's Association. . . . The Association has the right 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 approved the Board of Directors of the Association.

## ARTICLE IV - GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner or by the Association against any party violating or attempting to violate any covenant, condition or restriction, either to restrain violation, to direct restoration, and/or to recover damages. Failure of any owner or the Association to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

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

Section 3. Restrictions Run With The Land. Unless cancelled, altered or amended under the provisions of this Section 3 or the following Section 4, these covenants, conditions and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years, unless an instrument signed by the owners of seventy-five percent (75%) of all lots subject to these restrictions has been recorded agreeing to change the effective term of these restrictions and covenants in whole or in part.

Section 4. Amendments to the Declaration. These restrictions, covenants and conditions may be cancelled, altered or amended at

any time by the affirmative action of the owners of seventy-five percent (75%) of all lots subject to these restrictions.

Section 5. Amendments to Articles, By-Laws and Declaration.

Nothing in this Amended and Restated Declaration shall limit the right of the Association to amend, from time to time, its Articles of Incorporation or its By-Laws.

Section 6. Non-Liability of the Directors and Officers.

Neither the officers nor the Directors of the Homeowner's Association shall be personally liable to the owners of the lots for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The owners shall indemnify and hold harmless each of the Directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the By-Laws of the Homeowner's Association.

Section 7. Board's Determination Binding. In the event of any dispute or disagreement between any owners relating to the property subject to this Declaration, or any questions of interpretation or application of the provisions of this Amended and Restated Declaration or the By-Laws, the determination thereof by the Board of Directors shall be final and binding on each and all such owners.

Section 8. Gender and Number. Unless otherwise clearly indicated, words in the singular or plural shall include the plural and singular respectively, where they would so apply.

