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ARTICLES OF INCORPORATION
OF
SPRINGHURST COMMUNITY ASSOCIATION, INC

BREMER/EHRLER
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
BY *[Signature]*

1. Name. The Corporation's name shall be Springhurst Community Association, Inc.

2. Definitions. As used in these Articles of Incorporation the following terms shall have the following meanings:

(a) "Developer" shall mean STM/Springhurst, Inc., a Kentucky corporation, and shall include any person, corporation or association to which it may expressly assign its rights, or any of them, from time to time, under these Articles of Incorporation.

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(b) "Declaration" shall mean any Declaration of Covenants and Restrictions, as amended from time to time, affecting any portion of Springhurst subdivision in Jefferson County, Kentucky.

(c) "Lot" shall mean each subdivided lot or similar property, the owner of which is a member of the Corporation pursuant to the Declaration.

(d) "Corporation Property" shall mean real and personal property described in Section 528(c)(4) of the Internal Revenue Code of 1986, as amended (the "Code"), (i) owned by the Corporation or owned as tenants in common by the members of the Corporation, (ii) owned privately by members of the Corporation, or (iii) owned by a governmental unit for the benefit of residents of such unit.

3. Purpose. The Corporation's purposes shall be to:

(a) Provide for the acquisition, construction, management, maintenance, and care of Corporation Property, as contemplated by the Declaration.

(b) Exercise any and all powers possessed by corporations formed under the Kentucky Nonprofit Corporation Act, as amended (the "Kentucky Act") (or any successor codification of the laws governing Kentucky nonprofit corporations), that are not inconsistent with the Corporation's qualification under Section 528 of the Code, or under any corresponding provision of any successor codification (a "Successor Code") of the federal tax laws.

4. Powers. In addition to all other powers the Corporation may have pursuant to the Kentucky Act, the Corporation shall have the power to:

(a) Exercise and enforce any right or privilege assigned to it under the Declaration; and

(b) Assess, levy and collect assessments against each Lot and against members of the Corporation as provided in the Declaration.

5. Members. The following provisions shall govern the membership of the Corporation:

(a) The membership of the Corporation shall consist of the members designated from time to time in the Declaration, and such members shall be classified as follows:

(1) Class A membership shall consist of all Lot owners, with the exception of the Developer.

(2) Class B membership shall consist of the Developer. The Class B membership shall cease and be converted to Class A membership on the happening of any of the events specified in subparagraph 5(c) below, whichever occurs earlier.

(b) Each member shall have one vote in respect of each Lot owned by such member, but the right of Class A members to vote may be exercised only in accordance with subparagraph 5(c).

(c) Class A members shall not be entitled to exercise any vote until the earlier of

(1) When, in its discretion, the Developer so determines;

(2) When 100 percent of the Lots have been sold by the Developer; or

(3) January 1, 2010.

6. Internal Affairs. The following provisions shall regulate the internal affairs of the Corporation:

(a) The Corporation's stated purposes shall be construed and its operations shall be conducted so as to qualify the Corporation under Section 528(c) of the Code (or under any corresponding provision of any Successor Code) as a homeowners association exempt from income taxes.

(b) Any or all of the Corporation's directors may be removed from office by a majority vote of the members of the

Corporation whenever in those members' judgment the best interests of the Corporation will be served thereby.

(c) Nothing in these Articles of Incorporation shall limit the right of the Developer to alter in any way its plans for the development of the Lots at any time and from time to time.

(d) No part of the Corporation's net earnings shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of Corporation Property, and other than by a rebate of excess membership dues, fees or assessments) to the benefit of any individual or any member of the Corporation.

(e) Upon the dissolution or final liquidation of the Corporation, any remaining net assets of the Corporation shall be distributed to (i) the members of the Corporation to the extent each member has paid excess membership dues, fees or assessments to the Corporation, or (ii) one or more organizations, designated by the Board of Directors at that time, to be used in such manner as in the judgment of the Board of Directors will accomplish the general purposes of the Corporation.

7. Registered Office and Agent. The name of the Corporation's initial registered agent and the street address of the initial registered office shall be Robert H. Marrett, 301 North Hurstbourne Lane, Louisville, Kentucky 40222.

8. Principal Office. The mailing address of the Corporation's principal office shall be 301 North Hurstbourne Lane, Louisville, Kentucky 40222.

9. Initial Directors. The number of directors constituting the Corporation's initial Board of Directors shall be three, and the names and addresses of the persons who are to serve as the initial directors are:

<u>Name</u>	<u>Address</u>
John J. Miranda	Sturgeon-Thornton-Marrett Development Company 301 North Hurstbourne Lane Suite 200 Louisville, Kentucky 40222
Robert H. Marrett	Sturgeon-Thornton-Marrett Development Company 301 North Hurstbourne Lane Suite 200 Louisville, Kentucky 40222

John W. Hampton

Sturgeon-Thornton-Marrett
Development Company
301 North Hurstbourne Lane
Suite 200
Louisville, Kentucky 40222

10. Bylaws. After the Board of Directors adopts the Corporation's initial bylaws, the bylaws shall be altered, amended, or repealed only in the following manner:

(a) The board of directors shall adopt a resolution approving the proposed alteration, amendment, or repeal and directing that it be submitted to a vote of the Corporation's members.

(b) Written notice setting forth the proposed alteration, amendment, or repeal or a summary of the changes to be effected thereby shall be given to each member entitled to vote at the meeting within the time and in the manner provided in the bylaws (as theretofore adopted and amended).

(c) The proposed alteration, amendment, or repeal shall be adopted upon receiving at least two-thirds of the votes the members present at the meeting or represented by proxy are entitled to cast.

11. Limitation of Director Liability.

(a) Except as otherwise provided by Article 11(b) below, no director of the Corporation shall have any personal liability to the Corporation or its members for money or damages for breach of his or her duties as a director.

(b) Nothing in Article 11(a) above shall be deemed or construed to eliminate or limit the liability of a director for:

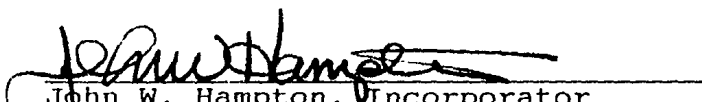
- (1) Any transaction in which the director's personal financial interest is in conflict with the financial interest of the Corporation or its members;
- (2) Acts or omissions not in good faith or which involve intentional misconduct or are known to the director to be a violation of law;
- (3) Any transaction from which the director derived an improper personal benefit.

12. Indemnification.

(a) The Corporation shall indemnify each person who may be indemnified (individually an "Indemnitee" and collectively the "Indemnitees") pursuant to KRS 273.171(14) (the "Indemnity Statute"), as amended from time to time (or any successor provision thereto), to the fullest extent permitted by the Indemnity Statute. In each and every situation in which the Corporation may do so under the Indemnity Statute, the Corporation hereby obligates itself to indemnify the Indemnitees to the fullest extent permitted by the Indemnity Statute, and in each case, if any, in which the Corporation must make certain investigations on a case-by-case basis before providing indemnification, the Corporation hereby obligates itself to pursue such investigations diligently, it being the specific intention of this Article 12 to obligate the Corporation to indemnify each Indemnitee to the fullest extent permitted by applicable Kentucky law as in effect from time to time. Except as otherwise made mandatory by Kentucky law, no Indemnitee shall be liable to the Corporation in connection with any actions or inactions entitling the indemnitee to indemnification under the Indemnity Statute unless it is established that the Indemnitee's actions or inactions constituted willful misconduct or wanton or reckless disregard for human rights, safety, or property in the performance of the Indemnitee's duties to the Corporation.

(b) Without limiting the generality of the indemnification obligation undertaken by the Corporation under the preceding Article 12(a), the Corporation shall at all times indemnify and hold each of its directors, officers, employees, and agents harmless to the fullest extent provided by any written indemnification agreement between the Corporation and the director, officer, employee or agent.

13. Incorporator. The name and address of the sole incorporator is John W. Hampton, 130 North Hurstbourne Lane, Louisville, Kentucky 40220.


John W. Hampton, Incorporator

Date: September 26, 1990

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9/24/90