

**AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS**  
**FOR**  
**SPRINGWATER**

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS (the "Declaration"), made and published by Pin Oak Estates, LLC, a Kentucky liability company, (herein, the "Declarant" and/or the "Developer").

WHEREAS, the Declarant is the owner of real property described on Exhibit "A" attached hereto and incorporated herein by reference, a plats of which are of record in Plat Book 41, Pages 218-219 and Plat Book 42, Pages 69-70, in the Warren County Court Clerk's office for Warren County, Kentucky;

WHEREAS, Declarant has previously recorded its Declaration of Restrictive Covenants for Springwater in Deed Book 1103, Page 109 in the office of the Warren County Court Clerk and desires to restate in their entirety and amend said restrictive covenants;

WHEREAS, Declarant desires to provide for the protection and preservation of the values, desirability and attractiveness of Springwater;

WHEREAS, Declarant further desires to establish for Declarant's benefit and the mutual benefit and advantage of all future owners and occupants of or any portion thereof, certain rights, easements, privileges, obligations, restrictions, covenants, and regulations governing the use and occupancy of Springwater; and

NOW, THEREFORE, Declarant declares as follows:

**ARTICLE I**  
**Definitions**

The following words when used in this Declaration or any supplemental or amended declaration hereto (unless the context shall prohibit such) shall have the following meanings:

(a) "Architectural Reviewer" shall mean and refer to the Developer, until such time as architectural control shall have been transferred to the Association, as provided in this Declaration, and thereafter shall refer to the Association, whether acting through its Board or through a committee.

(b) "Association" shall mean and refer to Springwater Homeowners' Association, Inc. to be organized as set forth and as provided for herein.

(c) "Board" shall mean and refer to the Board of Directors of the Association.

(d) "Building" shall mean and refer to the single-family residential building which may be built on each lot.

(e) "Common Area" shall mean and refer to any and all portions of the subdivision as now or hereafter shown on a plat which is not a portion of a platted building lot.

(f) "Declaration" shall mean and refer to this Declaration of Restrictive Covenants applicable

to Springwater and which is recorded in Warren County Court Clerk's Office in Bowling Green, Kentucky.

(g) "Lot" shall mean and refer to any plot of land to be used for single-family residential purpose and so designated on the Plat.

(i) "Majority of Owners" shall mean and refer to the holders of more than sixty-six and two-thirds percent (66 2/3%) of the total votes of the Members.

(j) "Member" shall mean and refer to any person or persons who shall be an Owner, and as such shall be a Member of the Association.

(k) "Springwater" shall mean and refer to that certain residential community known as Springwater, which is being developed on real property now owned by the Developer in Warren County, Kentucky, and described in Exhibit "A" attached hereto and incorporated herein by reference.

(l) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Lot which is part of Springwater, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

(m) "Plat" shall mean and refer to, collectively, the Plats of record in Plat Book 41, Pages 218, 219, and Plat Book 42, Pages 69-70, together with such additional plat or plats as may be recorded with respect to Springwater, and all amendments, additions, and revisions to all such plats as are recorded in the Warren County Court Clerk's Office, and any additional or amended plans filed with regard to Springwater.

(n) "Person" shall mean and refer to a natural person, as well as corporation, partnership, firm, association, trust, or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

(o) "Property" or "Properties" shall mean and refer to any and all of that certain real estate described in Exhibit "A" attached hereto and incorporated herein by reference, including all Lots shown on the Plat.

(p) "Structure" shall have the meaning as set out in Section 3.1 herein.

## ARTICLE II

### Properties Subject to this Declaration

**SECTION 2.1. Subjection of the Properties to Declaration.** The Declarant as legal title holder in fee of the Properties, hereby submits and subjects the Properties to the provisions of this Declaration. This Declaration shall constitute covenants running with the land and binding upon all parties now owning or hereafter having or acquiring any right, title or interest in the Properties or any part thereof, and shall inure to the benefit of each Owner hereof. Every person hereafter acquiring a Lot, by acceptance of a deed to any interest in a Lot or any portion of the Properties shall accept such interest subject to the terms of this Declaration, and by acceptance of the same shall be deemed to have consented to and agreed to be bound by the terms, conditions, and covenants of this Declaration.

**ARTICLE III**  
**Architectural and Engineering Control**

**SECTION 3.1. Approval of Plans and Specifications.** No building, residence, fence, gazebo, outbuilding, wall, pool, or other structure of any type including any structure as that term is defined in the Ordinances, rules, and regulations of the Planning Commission of Warren County, Kentucky and including any building, structure or improvement, for which a building permit is required in Warren County, Kentucky, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change in alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of and landscaping for the same shall have been submitted to and approved in writing by the Architectural Reviewer, as to harmony of external design and location in relation to surrounding structures and topography and as to compliance with this Declaration (collectively each a "structure"). The Architectural Reviewer shall, at its sole discretion, retain the right to disapprove building plans that it does not believe to be in harmony with the intended design of the Subdivision. Such disapproval may follow even though submitted plans meet all other requirements and guidelines, including square footage minimums, as outlined below. In the event the Architectural Reviewer fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or within twenty (20) days after written request for de novo review by the Board as provided in Section 3.2 below, approval will not be required and the Article will be deemed to have been fully complied with. The Architectural Reviewer may vary the established building lines, in its sole discretion, where such variance is not in conflict with applicable zoning regulations. No building shall be constructed except in accordance with the plans and specifications approved by the Architectural Reviewer.

**SECTION 3.2 Architectural Control.** After the Developer shall have conveyed title to ninety-seven (97) building lots the Architectural Control shall be vested in the Association, acting through its Board, or to such architectural committee as the bylaws of the Association shall authorize, which committee shall be composed of at least three (3), but no more than five (5). In the event of such committee, the Board shall retain the right to de novo review of action by the committee upon written request for such review within ten (10) days of the date of written action by the committee. Notwithstanding the foregoing sentence, Developer may at any time relinquish architectural control and transfer Architectural Control to the Association at any time. For the purposes of this Declaration, "Architectural Control" shall mean the authority to review, approve, or reject all plans and specifications of any Structure as provided in this Declaration.

**SECTION 3.3. Construction and Foundation Location Approval.** The Owner, prior to the commencement of construction, shall cause a licensed surveyor or licensed engineer to locate the building on the Lot in accordance with the site plan submitted and approved as set forth in Section One of this Article.

**SECTION 3.4. Building Materials.** All principal single-family residential dwelling units shall be constructed with a brick foundation. At least thirty percent (30%) of the residences shall be constructed with a front façade of at least thirty percent (30%) brick or stone. All elevations and exterior materials are to be approved by Architectural Reviewer as provided in this Declaration. No single façade or elevation shall be repeated more frequently than every third Lot on any block; Further, no residences with façades of twenty percent (20%) consisting of vinyl siding may be constructed on contiguous Lots. The garage, porch, or front façade should be

designed so that a portion of any single-family residential unit shall have a staggered alignment to the front building façade of any unit. No mobile homes or manufactured housing will be allowed on the property. The building materials for freestanding garages and other outbuildings shall be governed by this Section 3.4 the same as principal residences and any such freestanding garage or outbuilding shall be constructed of the same material as the principal residence of the Lot. In the event of any conflict between the Plat and this Section 3.4, the provisions of this Section shall apply.

**SECTION 3.5. Size of Residences.** All lots shall be developed with a principal single-family residential dwelling unit constructed with a minimum of 1400 square feet in living space exclusive of garages and porches. No residence or other structure shall exceed two (2) stories in height excluding a basement.

**SECTION 3.6. Landscaping, Driveways.** All driveways shall be surfaced with concrete and must be finished within ninety (90) days of occupancy of the residence. No gravel or dirt driveways shall be permitted. After the construction of a residence, the Owner shall within sixty (60) days grade, seed, and straw or sod the entire Lot and the unpaved right of way of any abutting streets and install foundation landscaping in keeping with the character of the surrounding Lots, and the Architectural Reviewer shall have the authority to review and request revisions, changes, or supplements to such landscaping. Provided, however, that this section shall not prohibit gardens in the rear yards or decorative flower beds.

**SECTION 3.7. Mail and Paper Boxes.** Each Lot shall be serviced by a mail and paper box. The mail and paper box shall be constructed of a common design as approved and specified by the Developer, or by the Architectural Reviewer after architectural control shall have been transferred to the Association.

**SECTION 3.8. Drainage and Culverts.** Drainage of each Lot shall conform to the general drainage plans for the development as platted and approved by the Warren County Planning Commission. Neither Owners shall be permitted to change the ditch line and elevation as approve by the Planning Commission. Any destruction to the seeding and sodding of the road shoulder, ditch, or yard shoulder shall be the responsibility of the Owner to repair. All portions of any driveway, culverts, or gradings shall be constructed in accordance with the Plat in such a manner as the streets will not be disqualified for acceptance into the public road system.

**SECTION 3.9. Auxiliary Structures.** No above ground pools shall be allowed on any Lot. Garages or other auxiliary structures on any Lot shall be built with the same construction materials as the principal residential structure on the Lot, shall have a roof with a pitch of at least of 6/12, and shall be subject to approval as provided in Section 3.1.

**SECTION 3.10. Fences.** Any fence must be approved by the Architectural Reviewer; provided, however, that the Architectural Reviewer is not obligated to approve any fence, it being expressly understood that the Architectural Reviewer may determine that no fence is allowed.

#### **ARTICLE IV** **Use Restrictions**

**SECTION 4.1. Land Use; Buildings.** No Lot shall be used except for private single family residential purposes. No Lot shall be used in violation of any local, state, or federal law or regulation, including, but not limited to, the Zoning Ordinance of Warren County, Kentucky, and

the Rules and Regulations of the Planning Commission of Warren County, Kentucky. 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 and an approved auxiliary building or out building, or approved fences, pools and related improvements all of which must be approved in advance as provided in Article V.

**SECTION 4.2. Setbacks.** No structure shall be located on any Lot nearer to any Lot line than the maximum building setback lines shown on the Plat, for said respective lot.

**SECTION 4.3. Nuisances.** No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

**SECTION 4.4. Use of Other Structures and Vehicles.**

(a) No structure of a temporary character shall be permitted on any Lot except temporary tool sheds, field offices, or field sales offices, used by a builder or the Developer, which shall be approved by the Developer and removed when construction or development is completed.

(b) No outbuilding, trailer, recreational vehicle, bus, basement, tent, shack, garage, barn or structure other than the main residence erected on a Lot shall at any time be used as a residence, temporarily or permanently.

(c) No trailer, recreational vehicle, bus, boat, truck, or commercial vehicle shall be parked or kept on any lot at anytime unless housed in a garage or basement. No inoperable vehicle shall be parked or kept on any Lot (except in the garage) or on any street. No trailer, boat, truck, or any other motorized or non-motorized vehicle except an automobile, shall be parked on any street in the subdivision.

**SECTION 4.5. Animals.** No animals, including reptiles, livestock or poultry or 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 purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pet.

**SECTION 4.6. Clothes Lines.** No outside clothes lines shall be erected or placed on any Lot.

**SECTION 4.7. Signs.** No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than eight (8) square feet; except that Developer shall have the right to erect larger signs when advertising the development. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations.

**SECTION 4.8. Garbage and Refuse.** No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Garbage and refuse shall be placed in suitable containers which shall be concealed and contained within buildings or by a visual screen from the street

and side lots. No materials, supplies or equipment shall be stored except inside a closed building or behind a visual screen so as not to be visible from any street or lot. No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse pile or other unsightly object shall be allowed to be placed or remain anywhere thereon. In the event any Owner shall fail or refuse after a thirty day notice delivered or mailed to his last known address to keep his lot free of such unsightly growths or objects, the Developer or the Association may enter upon the Lot and remove the same at the expense of the Owner and such entries shall not be deemed as trespass. Any cost or expense so advanced shall be and become a lien on the Lot which shall be collectible and enforceable as an unpaid assessment.

**SECTION 4.9. Lawful Use.** No immoral, improper, offensive, or unlawful use shall be made of any Lot, nor any part thereof; any all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

**SECTION 4.10. Repair of Vehicles.** No vehicles of any type shall be parked on a Lot for purposes of accomplishing repairs thereto or the reconstructions thereof. This restriction shall also apply to all vehicles not in operating condition regardless of whether or not such vehicles are being operated.

#### **ARTICLE V** **Exterior Maintenance**

It shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Grass on Vacant Lots shall not be allowed to grow more than 15 inches before mowing is required and grass on occupied lots shall not be allowed to grow to more than 10 inches before mowing is required. Should any Owner fail to do so, the Association shall be authorized to perform exterior maintenance upon each Lot as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements. Any cost or expense incurred or advanced to perform such maintenance shall be and become a lien on the lot which shall be collectible and enforceable as an unpaid assessment.

#### **ARTICLE VI** **Easements**

Permanent easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat. A temporary construction easement twenty-five (25) feet to each side of any easement shown on the Plat is reserved for the use of Developer until such time as all improvements in the Subdivision have been dedicated to and accepted by the appropriate governmental authority. Within these easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

#### **ARTICLE VII** **General Provisions**

**SECTION 7.1. Enforcement; Lien.** The Association, the Developer, or any Owner (except

in a case where this Declaration specifically authorizes action by the Developer or the Association) shall have the right to enforce by any proceeding, at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Developer or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter. Upon the failure of any Lot Owner to comply with any condition or requirement of this Declaration, the Association may take such action as is necessary to comply therewith, and the Owner, within thirty (30) days of written demand, shall reimburse the Association for the expense incurred by the Association in connection with enforcing this Declaration and/or the expense incurred by the Association in connection with bringing the Owner and/or its Lots into compliance with this Declaration. Such expense, together with all expenses relating to the enforcement of this Declaration, including court costs, attorneys fees, and other fees and expenses, shall constitute a lien on the lot and the Association may, but shall not be required to, file a notice of such lien in the Warren County Court Clerk's Office. Any lien created by this Declaration shall be deemed to be subordinate to any mortgage granted by a Lot Owner to a lender.

**SECTION 7.2. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**SECTION 7.3. Amendment.** The Developer shall have the authority to amend this Declaration at any time, so long as the Developer remains an owner of at least twenty (20) lots, whether presently existing or hereafter created, (excluding any lots which may have been conveyed by the Developer and re-conveyed to the Developer). This Declaration may be amended by an instrument signed by not less than 85% of the Owners of the Lots, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or affect any lien for the payment thereof established herein. Any amendment must be recorded and shall only be effective when placed of record in the appropriate public records of Warren County, Kentucky. For purpose of this section, the Developer shall be deemed to be the owner of three (3) Lots for every whole acre of the Property for which a subdivision into lots has not yet occurred (excluding any lots which may have been conveyed by the Developer and re-conveyed to the Developer).

**SECTION 7.4. Rights and Obligations.** Each Grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All future Lot Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration. All rights, benefits, and privileges of every character imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Grantee in like manner, as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

#### **ARTICLE VIII** **The Association**

**SECTION 8.1. Membership.** The Owner of any Lot (including the Developer), upon acquiring record title, shall automatically then become a member of the Association and shall remain a member until he is no longer the record title Owner of said Lot for any reason, at

which time his membership in the Association shall automatically cease. Membership is mandatory upon acquisition of ownership of a Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

#### **SECTION 8.2. Voting.**

(a) Number of Votes. The Association shall have two (2) classes of voting membership:

i. Class A: Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. If more than one person is the Owner of a Lot, all such persons shall be members. The vote for 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. The vote for each Lot must be cast as a unit; and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves, then they shall lose their vote.

ii. Class B: The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned by the Developer, and Developer shall be deemed to be the owner of three (3) Lots for every whole acre but for which a subdivision into lots has not yet occurred (excluding any lots which may have been conveyed by the Developer and re-conveyed to the Developer). Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership;

B. Whenever, in its discretion, the Developer so determines.

**SECTION 8.3. Duties of the Association.** In addition to the powers delegated to it by the heretofore mentioned Articles, and without limiting the generality thereof, the Association shall have the obligation to perform each of the following duties:

(a) Operation and Maintenance of Common Areas. To operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Areas.

(b) Assessments. To levy assessments on the Owners of Lots, and to enforce payment of such assessments.

(c) Rules and Regulations. To, from time to time, establish reasonable rules and regulations to further the intent of this Declaration, and consistent with this Declaration.

(d) Rights of Enforcement. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration and to enforce, by mandatory injunction or otherwise, all of the provisions hereof. All expenses relating to any such action or suit including, but not limited to, court costs, attorney's fees, expert fees, and the like, shall be payable by the lot owner or owners against whom such action is brought when the action against such lot owner has been successful, and all such costs and expenses shall be and become a lien on the lot or lots which shall be collectible and enforceable as an unpaid assessment.

**ARTICLE IX**  
**Covenant for Maintenance Assessments**

**SECTION 9.1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, for each Lot owned, to pay such Assessments as may be assessed hereunder and under the Bylaws of the Association. Any Assessment, and any other obligation of a lot owner to pay money to the Developer and/or Association, when established, shall, together with any reasonable attorney's fees, court costs, and other fees and expenses incurred by the Association in connection with collection and enforcement of same, become a charge with the land, and constitute a lien upon the Lot. In the event any assessment remains unpaid for a period of thirty (30) days after written notification from the Association to the Lot owner the assessment is due, the Association shall be entitled, but not required, to place a Notice of Lien with respect to said assessment on said Lot of record in the Warren County Court Clerk's Office. Any lien created by the Declaration shall be deemed to be subordinate to any mortgage granted by a lot owner to a lender.

**SECTION 9.2. Annual Assessments.** From and after the date of the sale of the first Lot to anyone other than the Developer, the Association shall set an annual assessment which shall be paid by all Owners, in advance, prorated so that the due date of the assessment for each subsequent year shall be January 1st. No assessment shall be due for the year 2015. The first billing cycle shall be January 1, 2016, for the year of 2016, at which time the first annual assessment shall be set at \$150.00. The annual assessment shall be paid by all Owners, said assessment taking into consideration current costs and those future needs which the Association decides to meet. Developer shall not pay an annual assessment on the Lots it owns.

**SECTION 9.3. Special Assessments.** In addition to the annual assessments authorized herein, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any Association expense deemed reasonably necessary by the Association; provided, however, that any such special assessment shall have the assent of seventy percent (70%) of the votes available to Members present and voting in person or by proxy at an annual or special meeting of the Membership of the Association at which a quorum is present. Such special assessments shall be due and payable on the date or dates which are fixed by the Resolution authorizing such special assessment.

**ARTICLE X**  
**Miscellaneous**

**SECTION 10.1. Conflict with Laws.** Each Lot of Springwater Subdivision shall be subject to all local, state and federal, laws, statutes, rules, regulations, and codes. In the event of any conflict between any provision, this declaration and any such law, rule or regulation, the more restrictive provision shall apply.

**SECTION 10.2. Partial Invalidity.** Should any Judgment, Court Order or Statute result in any invalidation of any portion of this Declaration, such invalidation shall in no way affect any other provision of this Declaration.

**SECTION 10.3. Waiver.** Any failure on the part of the developer, the Association, or any Lot Owner to enforce any portion of this Declaration shall in no way be deemed to be a waiver of the right of enforce this Declaration.

**SECTION 10.4. Exoneration of Developer.** Each Lot Owner or other party having any interest in any Lot acknowledges that no duty or obligation is imposed upon the developer to enforce this Declaration nor shall Developer be subject to any liability of any nature due to a failure to enforce this Declaration and further acknowledges that any approval by the Developer or the Architectural Reviewer of any building plans, specifications, landscape plans or elevations, or other similar approvals shall not be deemed a warranty, guaranty or representation that any such building, improvement, landscaping plan or elevation or any other action taken pursuant thereto or in reliance thereon complies with any and all application laws. Any such Lot Owner or interested party shall indemnify and hold Developer, the Association and the Architectural Reviewer harmless from any and all damage or loss, including attorney's fees and costs incurred as a result of any lawsuit or claim concerning any improvements to any Lots, the non-compliance with laws, rules, building code requirements or regulations or any suit or claim made by any injured or allegedly injured party claiming to have been harmed, injured or damage by any failure in the structure of any completed improvement or by any negligence in design or workmanship of any improvement on any Lot.

**SECTION 10.5. Other Lands.** This Declaration shall not be deemed to apply to any property other than the Property described herein, and shall not be deemed to inure to the benefit of any party other than the Declarant, the Association, the Architectural Reviewer and the Lot Owners.

**SECTION 10.6. Removal of Lands.** Notwithstanding any other provision of this Declaration, the Declarant shall have the right to remove portions of the Property from all benefits, burdens, encumbrance and effect of this Declaration by recording a written instrument in the Warren County Court Clerk's Office, provided, however, that none of the Lots shown on the Plat of record in Plat Book 41, Page 218, Warren County Court Clerk's Office may be so removed except through an amendment to this Declaration adopted and recorded in accordance with Section 7.3 of this Declaration.

[ARTICLE XI – EXECUTION BY DECLARANT ON THE FOLLOWING PAGE]

ARTICLE XI  
Execution by Declarant

Pin Oak Estates, LLC has executed this Declaration of Restrictive Covenants on this 17<sup>th</sup> day of March, 2017.

PIN OAK ESTATES, LLC

By (signature): Vernon Wayne Vinson  
Vernon Wayne Vinson, Member

COMMONWEALTH OF KENTUCKY  
COUNTY OF WARREN

Acknowledged before me this 17<sup>th</sup> day of March, 2017, by Vernon Wayne Vinson, Member of Pin Oak Estates, LLC, a Kentucky limited liability company, named above to be his free act and deed, on behalf of the company.

Mary Beth Burton  
Notary Public, State-at-Large  
My Commission Expires: 7-22-18

PREPARED BY:

BELL, ORR, AYERS & MOORE, P.S.C.  
P.O. Box 738  
Bowling Green, KY 42102  
(270) 781-8111

By: Kevin C. Brooks

Kevin C. Brooks

EXHIBIT "A"

Being a 45.2304 acre tract as conveyed to Pin Oak Estates, LLC as recorded in Deed Book 1041, Page 268, in the Office of the County Clerk of Warren County, Kentucky. Said property is located on John D. Jones Road in the city of Bowling Green, Kentucky and being more particularly described as follows:

Beginning at a point, said point is a 5/8" iron pin found in the East right-of-way (fifty foot right-of-way) line of John D. Jones Road and corner common to a tract as conveyed to James Felts, et ux as recorded in Deed Book 692, Page 178 in the Office of the County Clerk of Warren County, Kentucky; thence a line with Felts, North 48 Degrees 21 Minutes 51 Seconds East a distance of 312.86 feet to a 5/8" iron pin found corner common to Felts and to a tract as conveyed to John Wheeler, et ux as recorded in Deed Book 657, Page 639 in the aforementioned clerk's office; thence a line with Wheeler the next nine (9) calls as follows:  
South 47 Degrees 06 Minutes 32 Seconds East a distance of 329.97 feet to a fence corner,  
North 51 Degrees 15 Minutes 35 Seconds East a distance of 155.24 feet to a fence corner,  
South 42 Degrees 56 Minutes 23 Seconds East a distance of 31.54 feet to a 5/8" x 18" rebar with a one inch yellow cap stamped "T LUCAS 3569" set,  
North 54 Degrees 34 Minutes 54 Seconds East a distance of 172.66 feet to a fence post being referenced North 78 degrees 16 minutes 27 seconds West, 0.88 feet from an iron pin found with cap stamped "KY2508",  
North 08 Degrees 16 Minutes 06 Seconds West a distance of 224.13 feet to a fence corner being referenced South 42 degrees 21 minutes 38 seconds West, 0.96 feet from an iron pin found with cap stamped "KY2508",  
North 60 Degrees 52 Minutes 54 Seconds East a distance of 367.86 feet to a fence post being referenced North 59 degrees 36 minutes 38 seconds East, 0.67 feet from an iron pin found with cap stamped "KY2508",  
North 67 Degrees 53 Minutes 24 Seconds East a distance of 145.59 feet to a fence post being referenced North 49 degrees 09 minutes 22 seconds West, 1.13 feet from an iron pin found with cap stamped "KY2508",  
North 85 Degrees 26 Minutes 17 Seconds East a distance of 239.59 feet to a fence post being referenced South 76 degrees 43 minutes 22 seconds East, 0.64 feet from an iron pin found with cap stamped "KY2508",  
North 16 Degrees 35 Minutes 30 Seconds West a distance of 19.13 feet to a fence post corner common to Wheeler and a tract as conveyed to Donald White, et ux as recorded in Deed Book 752, Page 892 in the aforementioned clerk's office; thence a line with White the next two (2) calls as follows:  
North 78 Degrees 58 Minutes 20 Seconds East a distance of 311.32 feet to a fence post, passing through a witness iron pin found at a distance of 302.32 feet,  
North 56 Degrees 25 Minutes 36 Seconds East a distance of 380.74 feet to a pin found corner common to White and in the line of a tract as conveyed to Wayne Vinson as recorded in Deed Book 984, Page 309 as recorded in the aforementioned clerk's office; thence a line with Vinson and then a line with a tract as conveyed to West Haven Properties as recorded in Deed Book 1015, Page 563 in the aforementioned clerk's office, South 36 Degrees 47 Minutes 09 Seconds East a distance of 673.52 feet (passing through an iron pin found with cap stamped "KY1838" at a distance of 110.81 feet) to a fence post being referenced North 58 degrees 30 minutes 44 seconds East, 0.56 feet from an iron pin found with cap stamped "KY2508", in the line of West Haven Properties and corner common to a tract as conveyed to James Price, et ux as recorded in Deed Book 476, Page 210 in the aforementioned clerk's office; thence a line with Price, South 52 Degrees 58 Minutes 56 Seconds West a distance of 1984.81 feet corner common to Price and located in the East right-of-way (fifty foot right-of-way) line of John D. Jones Road; thence a line with said right-of-way the next seven (7) calls as follows:  
South 79 Degrees 58 Minutes 40 Seconds West a distance of 14.31 feet to a point,  
South 64 Degrees 27 Minutes 34 Seconds West a distance of 51.54 feet to a point,  
South 65 Degrees 53 Minutes 18 Seconds West a distance of 45.07 feet to a point,  
A curve to the right with an arc length of 194.67 feet, a radius of 153.92 feet, a chord bearing and distance of North 71 Degrees 06 Minutes 27 Seconds West, 181.95 feet,  
North 36 Degrees 18 Minutes 18 Seconds West a distance of 676.44 feet to a point,  
North 35 Degrees 26 Minutes 41 Seconds West a distance of 225.25 feet to a point,  
North 37 Degrees 07 Minutes 09 Seconds West a distance of 87.12 feet to the Point of Beginning and having an area of 45.2304 acres (1,970,235 square feet).

The above description was prepared from a physical survey performed during the month of May 2015 by Landmark Engineering, Incorporated under the direction of Thaddaeus J. Lucas, Kentucky Licensed Professional Land Surveyor Number 3569 and is subject to all easements and right-of-ways of record and in existence.

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