

DECLARATION OF RESTRICTIVE COVENANT

Spring Lakes

PLAT AND SUBDIVISION BOOK 43, PAGE 339-342, WARREN COUNTY, KENTUCKY

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR Spring Lakes, ("Declaration"), is made on the 16th day of March, 2020, by Spring Lakes, LLC, a Kentucky Limited Liability Company, with its principal office and place of business at 2137 Glen Lily Road Bowling Green, KY 42101 (hereinafter referred to as the "Developer").

WHEREAS, Developer is the owner of certain real property in Warren County, Kentucky, which is to be developed as a residential subdivision;

NOW THEREFORE, the Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration pursuant to Article I, 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

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1. Existing Property.

The real property which is subject to this Declaration is located in Warren County, Kentucky and is hereinafter referred to as the "Development," and is more particularly described as follows:

BEING LOTS 1 through 108 of record in Plat and Subdivision Book 43, Pages 339-342 in the Office of the Clerk of Warren County, Kentucky.

BEING PART OF the same property acquired by Developer by Deed dated: May 2019 and recorded in Deed Book 1184, Page 175, the office of the Clerk of Warren County, Kentucky.

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). All lots to be a minimum of 6,000 square feet. Lots 12 - 23 of the Development are further restricted to no more than single story structures.

Section 2. 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 3. Use of Other Structures and Vehicles.

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

(b) No storage building shall exceed 144 square feet, and the design and materials of construction must be approved by Developer. Exterior to match that of the home.

(c) No outbuilding, trailer, basement, tent, shack, barn, or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

(d) No trailer, truck, motorcycle, commercial vehicles other than service trucks (on call vehicles acceptable), camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the Development. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the Development for a period in excess of twenty-four (24) hours in any one calendar year. Any propane tanks, if any, to be buried underground, except for small tanks for grills.

(e) No automobile shall be continuously or habitually parked on any street or public right-of-way in the Development.

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 they are not kept, bred, or maintained for any commercial or breeding purposes.

Section 5. Clotheslines; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters.

(a) No outside clotheslines 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 residences. No wire or chain-link-type fence shall be erected or placed on any lot. No fence shall be erected or placed on any lot unless its design and placement are approved by the Developer.

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

(d) No above-ground swimming pools shall be erected or placed on any lot unless its design and placement are approved in writing by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

(e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved by Developer, which approval shall be within the sole and absolute discretion of the Developer and may be arbitrarily and unreasonably withheld.

Section 6. Duty to Maintain Lot.

(a) From and after the date of purchase of a lot until construction of a single-family residence is started, Developer shall have the exclusive right to perform all maintenance on the lot, including, but not limited to, mowing.

(b) From and after the date construction begins, it shall be the duty of each lot 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. Should any owner fail to do so, then the Developer may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall, immediately upon demand, reimburse the Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

Section 7. Duty to Repair and Rebuild.

(a) Each owner of a lot shall, at its sole cost and expense, repair the residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

(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 rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

Section 8. Home Business Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become a nuisance to the neighborhood. Notwithstanding the provisions hereof or of Section 1 of this Article II, a new house may be used by a builder thereof as a model home for display or for the builder's own office provided said use terminates within eighteen (18) months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer.

Section 9. 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 nine square feet, provided, however, Developer shall have the right to (i) erect larger signs when advertising the Development, (ii) place signs on lots designating the lot numbers of the lots, and (iii) following the sale of a lot, place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 10. Drainage.

Drainage of each lot shall conform to the general drainage plans of Developer for the Development. No storm water drains, roof downspouts, or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Section 11. Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage, or other waste shall not be kept except in sanitary containers.

Section 12. Public-Utility Service.

(a) Electric and Telephone Service.

Each lot owner's electric utility service lines shall be underground throughout the length of service line from the electric company's point of delivery to customer's building; and title to the service lines shall remain in 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 lot owner, together with the right of ingress and egress over abutting lots or properties to install, operate, and maintain electric service lines to the electric company's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the Development 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 the electric company and the telephone service company and their respective successors and assigns.

(b) Overhead transmission lines.

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

Above-ground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property subject to this Declaration, the electric company is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) Cable Television.

The electric and telephone easements hereby dedicated and reserved to each lot owner, as shown on the recorded plat of the Development, shall include easements for the installation, operation, and maintenance of cable television service to the lot 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 communication, telecommunication, and energy transmission mediums.

(d) No easements other than those shown on the recorded plat shall be granted to others, including roads, sewers, electric, telephone, cable, etc., without written approval from the Developer.

Section 13. Rules for Common Area.

The Development Residents Association (a corporation organized under the laws of the Commonwealth of Kentucky) (the "Residents Association") is authorized to adopt rules for the use of the Development common area, and such rules shall be furnished in writing to the lot owners.

ARTICLE III ARCHITECTURAL CONTROL

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 elevation (including rear, front, and side elevations); (iii) the type of exterior material (including delivery of a sample thereof); and (iv) the location and size of the driveway (which shall be asphalt or concrete) shall have been approved in writing by the Developer.

(b) In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing, which plan shall show the trees, shrubs, and other plantings then existing or to be planted on the lot. Each landscape plan for a lot submitted to the Developer shall show that the lot has or will have a minimum of one tree (at least 2 1/2 inches in diameter) in the front yard, (flowering variety tree). There will be a 10foot buffer of "Do Not Disturb" at the rear of any lot abutting neighboring privately owned property.

(c) References to "Developer" shall include any entity, person, or association to whom Developer may assign the foregoing right of approval. References to "structure" in this paragraph shall include any building (including a garage), fence, wall antennae (except for standard small television antennas), and microwave and other receivers and transmitters (including those currently called "satellite dishes").

Section 2. Building Materials; Roof; Builder.

(a) The exterior building material of all structures shall extend to ground level and shall be vinyl, brick, stone, EFIS or similar material or other cementitious or modern masonry materials or a combination of same. All foundations to be brick.

(b) The roof pitch of any residential structure shall not be less than a plane of six inches vertical for every plane of 12 inches horizontal.

(c) The general contractor constructing the residential structure on any lot shall have been in the construction business for a period of one year and must have built a minimum of six (6) homes. Developer makes this requirement to maintain a high quality of construction within the Development and reserves the right to waive these standards of experience.

Section 3. Minimum Floor Area.

(a) The floor area for any home constructed shall be a minimum of 1250 square feet of heated living space.

(b) 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 than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into such area, and open porches may project into such area not more than six feet. No structure shall be located on any lot nearer any side lot line or side street line than the minimum building setback lines required pursuant to applicable zoning regulations, which zoning regulations presently provide that no structure shall be located any nearer any such side lines than the distance of five (5) feet on one side and five (5) feet on the other; provided, however, notwithstanding that applicable zoning regulations may become less restrictive, in no event shall any structure be located on any lot nearer any side lot line or side street line than the distance of five (5) feet on one side and five (5) feet on the other except bay windows and steps may project into said areas. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 5. Garages; Carports.

(a) All lots shall have at least a one (1) car garage, and no detached garages are allowed. Garages, as structures, are subject to prior plan approval under Section 1 of Article III.

(b) No carport shall be constructed on any lot in the Development.

Section 6. Landscaping; Sidewalks; Driveways; Trees.

(a) Landscaping.

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

(b) Sidewalks.

Each lot owner shall cause a sidewalk to be constructed on each lot by January 1, 2022. If sidewalks are not installed by said date Developer will install and owner shall reimburse Developer cost plus 15% within 30 days.

(c) Driveways.

Each lot owner shall concrete the driveway on the lot within three (3) months after completion of a single-family dwelling provided, however, that portion of the driveway from the pavement of any abutting street to the sidewalk shall be concrete.

(d) Trees.

Upon construction of a residence, the lot owner shall cause to be planted one tree (at least 2½ inches in diameter) in the front yard of the lot (a decorative, flowering variety tree) (at least 2 ½ inches in diameter). No tree shall be removed from any lot without the prior written approval of Developer.

(e) Failure to Comply with Restrictions.

Upon an owner's failure to comply with provisions of this Section 6, Developer may take such action as necessary to cause compliance therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

Section 7. Mail and Newspaper Boxes; Hedges.

Mail box for Subdivision will be a designated cluster box. No newspaper box, or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by the Developer.

ARTICLE IV

RESIDENTS ASSOCIATION

Section 1. Owner's Easements of Enjoyment; Common Area.

Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with title to every lot. The common area means and refers to all non-residential lots which are shown on any recorded final subdivision plat within any portion of any section of the Development, and shall include without limitation the entrance ways to the Development which are constructed in areas dedicated for public use and such other areas as shall become part of the common area and subject to maintenance by the Residents Association. The right of enjoyment is subject to the following provisions:

- (a) The right of the Residents Association to charge reasonable fees for the maintenance of the common area;
- (b) The right of the Residents Association to borrow money for the purpose of improving the common areas or for constructing, repairing, or improving any common areas located or to be located thereon and to give as security for the payment of any such loan a mortgage conveying all or a part of the common area;
- (c) The right of the Residents Association to suspend the voting rights of an owner for any period during which any assessment against its lot remains unpaid and for a period of time for any infraction of its published rules and regulations; and
- (d) No common area including islands in the right-of-way shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the planning commission. Developer may dedicate utility or service easements at its sole discretion so long as there is in existence the Class B membership in accordance with Section 13 of this Article IV and so long as additions are permitted under Article I, Section 2.

Section 2. Delegation of Voting Rights.

Any lot owner may delegate, in accordance with the Bylaws, voting rights to the common area to the members of the owner's family or contract purchasers who reside on the property. Membership in the Residents Association may not be conveyed separately from ownership in the lot.

Section 3. Residents Association's Right of Entry.

The authorized representative of the Residents Association or the Board 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 an emergency or in connection with the maintenance of, repairs, or replacements within the common area 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.

Section 4. Assessments; Creations of the Lien, and Personal Obligation.

Each lot owner, except Developer, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Residents Association (i) initial fee upon purchase of lot in the amount of \$200.00, and (ii) annual assessments of \$50.00 payable in January, and (ii) special assessments for improvements, such assessments to be established and collected as provided in this Article IV. The Developer shall be responsible for the maintenance costs of the Residents Association incurred over and above assessed amounts payable to the Residents Association by the lot owners until Developer transfers control of the Residents Association. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Section 5. Purpose of Assessment.

(a) The assessments levied by the Residents Association shall be used exclusively to promote the health, safety, and welfare of the residents and in particular for the maintenance of the common areas to this purpose, including, but not limited to, the cost of repairs, replacements, and additions; the cost of labor, equipment, materials, management, and supervision; payment of taxes assessed against the common area; the procurement and maintenance of insurance in accordance with the Bylaws; the employment of attorneys to represent the Residents Association when necessary; and such other needs that may arise. The Residents Association shall maintain, operate, and repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the common areas, open spaces, entrance ways, streets, crosswalks, medians, storm drains, and basins.

(b) Until Class B membership ceases and is converted to Class A membership pursuant to Section 13 of this Article IV, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Development as permitted in this Declaration.

Section 6. Maximum Annual Assessment.

(a) The initial assessment to be \$200.00 at initial closing per lot. Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be set at a rate not to exceed \$150.00 per year per lot. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 25% above the maximum assessment for the previous year without a vote. Increases in excess of 25% shall require a vote of two-thirds of each class of members pursuant to the Bylaws.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The Board of Directors shall determine when the assessments shall be paid.

Section 7. Special Assessments for Improvements.

In addition to the annual assessments authorized above, the Residents Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of any improvement upon the common area. Any such assessment shall have the assent of the members of the Residents Association in accordance with the Bylaws.

Section 8. Uniform Rate of Assessment.

Both annual and special assessments shall be fixed at a uniform rate for all lots except those owned by Developer. The Board of Directors may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence.

Section 9. Date of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein shall begin as to any lot subject to the assessment at the time the lot is occupied as a residence. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when the lot is first occupied as a residence.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Residents Association.

Any assessment not paid by the due date shall bear interest from the due date at the maximum rate of interest then allowable by Kentucky law. The Residents Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of its lot.

Section 11. Subordination of the Lien to First Mortgage.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien.

Section 12. Membership.

Developer and every owner of a lot which is subject to an assessment shall be a member of the Residents Association. Such owner and member shall abide by the Residents Association's Bylaws, Articles of Incorporation and rules and regulations, shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Residents Association's Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 13. Classes of Membership.

The Residents Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all lot owners, with the exception of the Developer, and shall be entitled to one vote for each lot owned.

(b) Class B. The Class B member shall be the Developer. Developer shall be entitled to ten votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) Transfer of control by Developer no later than 20 years from the date of the sale of the first lot to a lot owner other than Developer; or

(ii) when 90 percent of the lots which may be developed in the Development have been sold by the Developer.

**ARTICLE V
GENERAL PROVISIONS**

Section 1. Enforcement.

Enforcement of these restrictions shall be proceedings of law or in equity, brought by any owner or by the Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration, and/or to recover damages; failure of any owner or Developer 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 of 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 Land.

Unless canceled, altered, or amended under the provisions of this Section 3, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty 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 a majority of the then owners of all lots subject to these restrictions has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be canceled, altered, or amended at any time by the affirmative action of the owners of 75% of the lots subject to these restrictions with the exception of Article IV, Section 1.

Section 4. Amendments to Articles and Bylaws.

Nothing in this Declaration shall limit the right of the Residents Association to amend, from time to time, its Articles of Incorporation and Bylaws.

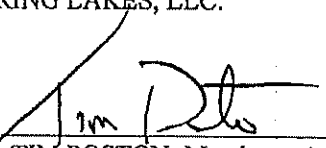
Section 5. Nonliability of the Directors and Officers.

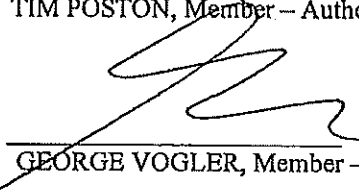
Neither the Developer nor the directors and officers of the Residents Association shall be personally liable to the owners of the lots for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity except for any acts or omissions found 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 Bylaws of the Residents Association.

Section 6. 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 Declaration or the Bylaws, the determination thereof by the Board shall be final and binding on each and all such owners.

WITNESS the signature of the Developer by its duly authorized officer on this 17th day of March, ²⁰²⁰~~2019~~.
SPRING LAKES, LLC.

BY: 
TIM POSTON, Member – Authorized Representative

BY: 
GEORGE VOGLER, Member – Authorized Representative

COMMONWEALTH OF KENTUCKY

COUNTY OF WARREN

The foregoing instrument was acknowledged before me on March ^{16th} 17th, 2020, by Tim Poston and George Vogler as Members and Authorized Representatives of Spring Lakes, LLC, a Kentucky limited liability company, on behalf of the corporation.

Shirley J. Wickham
NOTARY PUBLIC, KY State-at-Large
My Commission Expires: ~~6/17/2022~~ 6/7/2022
ID No.: 600911

Prepared by and, after recording,
should be returned to:

Brett A. Reynolds
Brett A. Reynolds, Esq.
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