

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
WILLIAMSBURG PARK, SECTION THREE  
CITY OF FRANKLIN, KENTUCKY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLIAMSBURG PARK, SECTION THREE, CITY OF FRANKLIN, KENTUCKY is made on December 12, 2005, by KEY DEVELOPMENT, LLC, U. S. 31-W South, P.O. Box 2809, Franklin, Kentucky 42135 ("Developer").

WHEREAS, Developer is the owner of certain real property in Franklin, Simpson County, Kentucky, which is to be developed as a part of the residential subdivision commonly known as Williamsburg Park;

NOW, THEREFORE, Developer hereby declares that all of the property described in this instrument, and such additions as may be made 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. Description of Lots Subject to Restrictions. Being Lots 131 through 171, of Williamsburg Park, Section Three, according to Plat recorded in Plat Book 4, Page 257 Slide 129, filed of record on or about May 14, 1999, in the Simpson County Clerk's Office.

Being a part of the same property acquired by Developer by Articles of Merger of Key Development, Inc. into and with Key Development, LLC filed in Articles of Incorporation Book 8, page 399, in the Simpson County Clerk's Office and, further, title to this property being vested in Key Development, LLC is supported by the Amended Affidavit in Support of Title, duly executed by Lester Key, CEO and Member of Key Development, LLC, of record in Deed Book 266, page 77B, in the office aforesaid.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in any of the following manners:

(A) Additions in Accordance with a General Plan of Development. Developer intends to make this section containing 41 lots a part of a larger community to be developed substantially in accordance with current plans and known as Williamsburg Park. Additional land may (but is not required to) be included by Developer as other sections of Williamsburg Park, within 20 years from January 1, 2000, in substantial accordance with the design contained on the plat

referenced in Article I, Section 1 above, and may include multi-family and certain common properties. Developer reserves the right to create cross easements and to restrict all the properties according to the terms of this Declaration. The common areas initially covered by this Declaration shall inure to the benefit of the owners of any new lots which may become subjected to this Declaration and the common areas allocable to the owners of any new lots shall inure to the benefit of the owners of lots recorded earlier, each to enjoy the common areas of the other and to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the office of the Clerk of Simpson County, Kentucky, a Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Declaration may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the difference in character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

(B) Other Additions. Additional residential property and common areas which are not presently a part of the general plan of development may (but is not required to) be annexed to Williamsburg Park by Developer.

## 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), and containing a garage for the sole use of the owner and occupants of the Lot.

For purposes of this Declaration, there shall be specifically excluded from the meaning of the phrase "private single-family residential purposes" and shall not be permitted on any Lot within Williamsburg Park, Section Three, regardless of whether any of the same would otherwise be permitted by any applicable zoning regulations or other governmental laws, rules or regulations, any uses which constitute or relate to (a) boarding houses, (b) lodging houses, (c) fraternities or sororities, (d) clubs, (e) hotels, (f) residences or homes for social rehabilitation, (g) nursing homes, (h) residences or homes for the aged or infirmed, (i) programs with respect to which admission to residency in or occupancy of the premises is limited to or intended in whole or in part for persons in the custody of the criminal justice system or the juvenile justice system and/or persons engaged in the care, custody, nurturance or supervision of such persons, (j) any use in contradiction of or to the Regulations of the Franklin-Simpson County Planning and Zoning Commission relating to single family dwellings, and (k) any "group home" or other similar use as determined by Developer and/or the Board of Directors of Williamsburg Park Community Association, Inc. ("Board").

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 tool sheds or field offices used by Developer, which shall be removed when construction is completed, provided however, that nothing herein contained shall prevent any Lot Owner from constructing, erecting or maintaining any recreational structure (such as a gazebo, small playhouse, swing set, jungle gym or the like) on any Lot provided that the plans for such shall have been approved in writing by the Community Association prior to the construction of any such recreational structure.

(b) No outbuilding, trailer, 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, truck, motorcycle, commercial vehicle, 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 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 in any one calendar year.

(d) No automobile 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 they are not kept, bred or maintained for any commercial or breeding purposes.

Section 5. Clothes Lines; Fences and Walls; Hedges; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters; Yard Ornaments.

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

(b) No wall, hedge or fence shall be placed or planted on any Lot unless its design and placement of planting are approved in writing by the Community Association. Fencing for children, small pets, or for swimming pool enclosures may be considered. Fence material shall be of wood, masonry or possibly wrought iron, and landscaped. Chain link fences will not be approved except as provided in Section 5(c) below.

(c) No tennis court fence shall be erected on any Lot in the subdivision unless the fencing is coated with black or green vinyl acceptable to the Community Association and the plans

for such fence have been approved by the Community Association in writing pursuant to Article III hereof.

(d) No aboveground swimming pools shall be erected or placed on any Lot.

(e) No antennae (except for digital satellite dishes not to exceed thirty-nine inches in diameter) or microwave and other receivers and transmitters (including those currently called "satellite dishes", except as permitted above) shall be erected or placed on any Lot unless (i) the Lot Owner can show special circumstances requiring the use of extraordinary receivers or transmitters; (ii) the device is adequately screened or buffered by mature shrubbery or trees, by terrain, or by fences or other structures; and (iii) its design and placement are approved by the Community Association. By granting permission to a Lot Owner to erect receivers or transmitters, the Community Association shall not be deemed to have waived this restriction as it may apply to other Lots in Williamsburg Park.

(f) No ornamental yard objects, statuary or sculpture, etc., shall be placed on any Lot unless its design and placement are approved in writing by the Community Association.

(g) Developer reserves the right to place a fence on the outer perimeter of the subdivision or to replace existing wire or wood fences. Maintenance and repair of fences so placed will be the responsibility of the Community Association.

Section 6. Duty to Maintain Lot.

It shall be the duty of each Lot Owner to keep the Lot well-landscaped and in a good and well-maintained condition. Each Lot Owner shall keep the grass on the Lot properly cut, keep the Lot free from weeds and trash, and keep the grass on the Lot properly attractive in appearance. Should any Lot Owner fail to do so, then the Community Association may take such actions it deems appropriate, including mowing, in order to make the Lot neat and attractive, and the Lot Owner shall, immediately upon demand, reimburse the Community Association or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and the Community Association 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 then existing duly prepared and validly recorded first mortgage thereon.

Section 7. Duty to Repair and Rebuild.

(a) Lot Owners shall, at their sole cost and expense, repair their residence, keeping it in a condition comparable to that 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. Business; Homes 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 an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Section 1, a new house may be used by Developer as a model home for display.

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 by a real estate agent or Lot Owner advertising sale or rent thereof, which shall not be greater in area than nine (9) square feet each; provided, however, Developer shall have the right to (i) erect larger signs when advertising the subdivision and (ii) place signs on Lots designating the Lot numbers. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allows by applicable zoning regulations to the extent said signs are not inconsistent with said zoning regulations or any law, regulation or ordinance or this Section as it relates to the size of signs.

Section 10. Drainage. Erosion and Sediment Control.

(a) Drainage of each Lot shall conform to the general drainage plans of Developer for the subdivision. No storm water drains, roof down spouts 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.

(b) It shall be the further responsibility of each Lot Owner to prevent mud, dirt silt, gravel or other debris from washing, draining or being otherwise deposited upon any street in Williamsburg Park. This requirement is in keeping with the Federal Clean Water Act which has been adopted in the Commonwealth of Kentucky.

(c) It shall be the responsibility of each Lot Owner to ensure that any grading on his Lot shall comply with the drainage plan. If drainage is blocked or altered, the Lot Owner shall correct the problem at his expense or the Community Association may correct the problem and the Lot Owner shall be responsible for any costs or expenses to correct the problem.

Section 11. Disposal of Trash. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. If trash is placed on a Lot, the Lot Owner must remove it within ten (10) days.

Section 12. Rules for Common Areas. The Community Association is authorized to adopt and enforce rules for the use of common areas and such rules shall be furnished in writing to the Lot Owners.

## ARTICLE III -- ARCHITECTURAL CONTROL

Section 1. Architectural Control. Except for initial construction of dwelling units and improvements by the Developer, which construction and improvements shall be under the exclusive control of Developer, no building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition or change or alteration thereof be made until a detailed set of plans and specifications showing the nature, and heights is submitted to and approved by the Community Association. Such plans and specifications shall be in such form and shall contain such information as the Community Association may reasonably require, including but not limited to, any or all of the following: a site plan; proposed landscaping; patio and walkway locations; description of materials; location of lighting; architectural plans including cross-sections, floor plans and elevations, evidence of conformity with building codes and the exterior design, color and conformity with building codes. The Board's review of the plans and specifications shall include the following considerations: the continued maintenance of Williamsburg Park, as a residential community of aesthetic quality; the promotion of the health, safety and welfare of all Lot Owners; preservation, beautification and maintenance of the subject Lot and the impact of the proposed improvements on Williamsburg Park. The Community Association shall either (i) approve the plans and specifications, or (ii) disapprove them; or (iii) approve them with conditions or qualifications. The approval of the plans and specifications by the Community Association shall not constitute a representation or warranty by it as to the quality of the workmanship, materials or architectural or engineering design covered thereunder, or the proposed work's feasibility or compliance with any applicable laws. In the event the Community Association fails to approve or disapprove such design and location within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and this Article III will be deemed to have been fully complied with. Such submission to the Community Association shall be in person, or by registered or certified mail, with return receipt, directed to the Community Association Manager, or if there is no Manager, to its President.

Section 2. Minimum Floor Areas Elevations.

(a) The ground floor area of a one story house shall be a minimum of 1,500 square feet, exclusive of the garage.

(b) The ground floor area of a two story house shall be a minimum of 1,000 square feet, exclusive of the garage.

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

Section 3. Garages; Carports. All Lots shall have at least a 2 car garage unless otherwise approved in writing by the Community Association. No detached garages or carports are allowed unless otherwise approved in writing by the Community Association. Garages, as structures, are subject to prior plan approval under Section 1 hereof.

Section 4. Landscaping; Trees; Mail and Paper Holders.

(a) Any trees placed on Lots by the Developer shall not be removed from any Lot without the prior written approval of the Community Association. In the event of the death or other destruction of a tree placed by the Developer, the Lot Owner shall replace the tree with a tree of the same variety having a diameter of at least 3 inches.

(b) Upon a Lot Owner's failure to comply with the provisions of this Section 4, the Community Association may take such action as necessary to comply therewith, and the Lot Owner shall immediately, upon demand, reimburse the Community Association or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and the Community Association shall have a lien for such expenses and statutory interest 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.

(c) A mailbox and paper holder will be placed on each Lot by the Developer. In the event the mailbox and paper hold is damaged or destroyed, the Lot Owner shall promptly repair it to its apparent condition immediately prior to being damaged, or replace it with an identical mailbox and paper holder. If an identical mailbox and paper holder is not available, then any replacement mailbox and paper holder must be approved by the Community Association.

Section 5. Enforcement. In the event of a violation of the provisions of this Article III, the Community Association shall have the right to enforce this Article by any proceedings authorized in this Declaration, its By-Laws or by law.

ARTICLE IV -- COMMUNITY ASSOCIATION

Section 1. Community Association. The Williamsburg Park Community Association, Inc. ("Community Association") will be created and formed to maintain common areas (which includes open spaces, lakes and/or certain other recreational and community facilities) and to provide other functions set forth herein. Every owner of a Lot in Williamsburg Park, Section Three (and such other sections which Developer has by previous deed restrictions so provided or shall by future deed restrictions so provide) shall be a member of the Community Association and subject to the membership obligations established in this instrument, including association rules adopted under Article II Section 12.

Section 2. Lot Owners' Easements of Enjoyment. Every Lot Owner shall have a right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to every Lot. "Common area(s)" means and refers to all non-residential Lots and areas, which are shown on any recorded final subdivision plat within any portion of Williamsburg Park made subject to the Community Association, together with all other improvements owned or to be owned by the Community Association in accordance with any and all future plats or properties added to the Development in accordance with Article I or any other subsequent provision in any

Declaration filed of record by Developer with regard to any property referenced in Article I. The right of enjoyment is subject to the following provisions:

(a) The right of the Community Association to borrow money for the purpose of improving the common areas or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan thereon, and to give as security for the payment of any such loan a mortgage conveying all or a part of the common areas;

(b) The right of the Community Association to suspend the voting rights and the right to use common areas for any period during which any assessment against a Lot remains unpaid, and for a period of time for any infraction of its published rules and regulations; and

(c) The right of the Community Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Community Association and such agency, authority or utility. Developer may dedicate utility or service easements at its sole discretion so long as there is in existence the Class B membership as provided for in Section 14.

(d) The right of the Community Association to permit the use of and to charge an initiation fee and reasonable admission and other fees for the use of any clubhouse and any recreational facilities situated in Williamsburg Park.

Section 3. Delegation of Use. Lot Owners may delegate, in accordance with the Bylaws, their right of enjoyment to the common areas to the members of their families or to their tenants or contract purchasers who reside on the property. Membership in the Community Association may not be conveyed separately from ownership in the Lot.

Section 4. Community Association's Right of Entry. The authorized representative of the Community 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 any emergency or in connection with the maintenance of, repairs or replacements within the common areas, of any equipment, facilities or fixtures affected or serving other Lots or the common areas or to make any alteration required by any governmental authority.

Section 5. Assessments; Creation of the Lien and Personal Obligation. Each Lot Owner, except Developer, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Community Association (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. Until Developer transfer control of the Community Association in accordance with Section 14 below, Developer shall be responsible for the maintenance costs of the Community Association, incurred over and above assessed amounts payable to the Community Association by the Lot Owners. Maintenance cost overruns funded by Developer are an obligation of the Community Association, which shall be repaid to Developer from



future surpluses. 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 assessment shall not pass to his successors in title unless expressly assumed by them.

#### Section 6. Purpose of Assessments.

(a) The assessments levied by the Community Association shall be used exclusively to promote the health, safety and welfare of the residents and in particular for the acquisition, improvement or for the use and enjoyment of the common areas, including but not limited to, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common areas, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Community Association when necessary, and such other needs as may arise. The Community 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, gatehouse, entrance ways, streets, crosswalks, medians, berms, storm drains, basins, lakes and all other improvements. The Community Association shall maintain and repair perimeter fences placed by the Developer.

(b) In addition to the above obligations, the Community Association shall be responsible for the maintenance of the landscape easement along Williamsburg Road and other common areas/easement improvements shown on the plat of Williamsburg Park, of record in Plat Book 4, Page 257, Slide 129 (or any other plat depicting Williamsburg Park, in whole or part, to the extent subject to the same or similar restrictions), in the office of the Clerk of Simpson County, Kentucky. The landscaping shall include shrubs, trees, flowers and ground cover which shall be regularly maintained by the cutting of grass, trimming and where necessary, replacement of shrubs, trees and flowers. The Kentucky Department of Highways and the City of Franklin Public Works and Transportation Department shall have the right to make changes in the maintenance or in the embankment and slopes where necessary to maintain the integrity of any road right-of-way.

(c) Until Class B membership ceases and is converted to Class A membership pursuant to Section 14, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting Williamsburg Park as permitted in this Declaration.

#### Section 7. Annual Assessment.

(a) The annual assessment shall be \$100.00 per Lot, or such other amount as may be determined by the Board. The Board shall have the right to require the annual assessment to be paid in a single installment or to be paid in quarterly installments as determined by the Board. The annual assessment may be increased each year by not more than 20% above the assessment for the previous year without 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 provided above. The Board of Directors shall determine when the assessments shall be paid.

Section 8. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Community Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon a common area, including fixtures and personal property related thereto. Any such assessment shall have the assent of the members of the Community Association in accordance with the Bylaws.

Section 9. Uniform Rate of Assessment; Exception. Except as otherwise provided herein, both annual and special assessments shall be fixed at a uniform rate for all Lots except those unimproved and unoccupied Lots owned by Developer.

Section 10. Date of Commencement of Annual Assessments; Due Dates. Subject to the provisions of Section 7 above, the annual assessments shall be due and payable on a date established by the Board each year. The annual assessments provided for herein shall begin as to any Lot subject to the assessment at the time the Lot Owner takes title. The first annual assessment shall be prorated according to the number of months remaining in the calendar year when the Lot Owner takes title.

Section 11. Effect of Nonpayment of Assessments; Remedies of the Community Association. Any assessment not paid within thirty (30) days of the due date shall bear interest at such interest rates as are from time to time established by the Board (which interest rate shall not exceed the maximum legal interest rate allowed to be charged to an individual under the laws of the Commonwealth of Kentucky). The Community Association may bring an action at law against the Lot owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorneys fees of such action or foreclosure shall be added to the amount of such assessments. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any then existing 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 a first 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 13. Membership. Developer and every owner of a Lot which is subject to an assessment shall be a member of the Community Association. Such owner and member shall abide by the Community Association's Bylaws, as amended from time to time, and Articles of Incorporation which shall be recorded in the Articles of Incorporation Book in the office of the Clerk

of Simpson County, Kentucky, and any rules and regulations promulgated, passed or approved by Developer or Community Association hereafter, and shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Community 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 14. Classes of Membership. The Community Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Lot Owners, with the exception of Developer.

(b) Class B. The Class B member shall be Developer. The Class B membership shall cease and be converted to Class A membership on the happening of any of the events specified in paragraph (c) below whichever occurs earlier.

(c) Each member shall have one vote with respect to each Lot owned by such member, but Class A members shall not be entitled to exercise any vote until the earlier of:

(i) When, in its discretion, Developer so determines;

(ii) When 100% of the Lots which may be developed as described in Article I, Sections 1 and 2 have been sold by Developer and improvements have been constructed thereon; or

(iii) January 1, 2020.

Section 15. Initial Assessment. Upon the initial conveyance of a Lot by the Developer to a Lot Owner, the Lot Owner shall pay an initial assessment of \$100.00. The initial assessment shall be used as working capital for the Community Association and not collected in lieu of any installments of the annual assessment. The initial assessment is non-refundable. No initial assessment shall be due on any Lot purchased from a Lot Owner other than the Developer.

Section 16. Individual Assessment. If any portion of the Common Area that the Community Association is obligate to maintain, repair and/or replace is damaged due to the willful or negligent act of a Lot Owner, or Lot Owner's guest or invitee, the Board of Directors shall have the right to undertake the necessary maintenance, repair or replacement. The choice between repair and replacement is in the sole discretion of the Board. The costs so incurred by the Board shall be assessed as an individual assessment against all lots owned by the Lot Owner responsible for the damage. No such assessment may be levied against lots owned by the Developer without the written consent of the Developer.

Section 17. Administration by Association. Subject to the rights retained by Developer pursuant to this Declaration, the ownership, operation and maintenance of the Common Area and the administration and enforcement of this Declaration shall be by the Community Association in

accordance with the terms and provisions of this Declaration.

## ARTICLE V – GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of these restrictions shall be by proceedings at law or in equity, brought by any Lot Owner or by 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. If any Lot Owner, the Community Association or Developer is required to employ legal counsel to enforce any of the provisions or restrictions of this Declaration or exercise any of the remedies provided for herein, the party violating a provision or restriction of this Declaration shall pay all legal expenses, including court costs and attorneys fees, incurred by the party enforcing these restrictions. The party enforcing these restrictions shall have a lien on the Lot of the party violating these restrictions to secure payment of all such legal expenses, which lien may be enforced in the same manner as the liens provided in Article IV, Section 5 and Article IV, Section 11 of this Declaration. Failure of any Lot 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 either the violation or the right to seek enforcement of these restrictions and the exercise of any remedy provided for herein or at law or in equity, and shall not preclude the exercise of any other remedy available at law or in equity.

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 Land. Unless canceled, altered or amended under the provisions of this paragraph, the provisions of this Declaration shall run with the land and shall be binding on the Lots, the owners of each Lot and all parties claiming under them, for a period of thirty (30) years from the date this Declaration is recorded. After such thirty (30) years, this Declaration shall be deemed extended automatically for successive periods of ten (10) years, unless and until an instrument signed by at least seventy-five (75%) percent of the Lot Owners of the Lots subject to this Declaration has been recorded in the aforesaid Clerk's office, agreeing to change this Declaration in whole or in part and the term hereof; provided, however, that if Developer, its designated successors or assigns, as applicable, then owns any Lot, or any portion of Williamsburg Park, or if any portion of Williamsburg Park remains unplatted as a phase, this Declaration may not be so changed in whole or in part without the prior written consent of Developer in its sole discretion. From the date of this Declaration and for so long hereafter as Developer, its designated successors or assigns, as applicable, owns any Lot or any portion of Williamsburg Park, or any portion of the property as provided in Article I and/or contained on any part of the plat of record in Plat Book 4, page 257, slide 129 (in addition to Williamsburg Park, Section One and Three) (i) this Declaration may hereafter be unilaterally amended by Developer to bring the terms and provisions hereof in compliance with any applicable governmental law, rule, regulations, order, decree, judgment or ordinance, and (ii) Developer may otherwise unilaterally amend this Declaration as Developer may elect in its sole discretion, provided, that any such amendment under this subpart (iii) shall not materially adversely affect the then existing private single-family residential nature of the developed residential sections of Williamsburg Park, or such additional lands as provided in Article I. It is specifically understood

that this Declaration shall be amended to reference the formation of the Community Association, and any Lot owner specifically takes title to any lot purchased prior to the formation of the Community Association subject to the terms of the Articles of Incorporation and By-Laws of the Williamsburg Park Community Association when either or both documents are filed of record. At such time as either Developer, its designated successors or assigns, as applicable, no longer owns any Lot or any portion of Williamsburg Park, or such additional land as provided in Article I, or upon such earlier date as Developer may elect in its sole discretion by written notice given to the Board, this Declaration may thereafter be canceled, altered or amended by the recordation of a document in the aforesaid Clerk's Office in which the Board certifies that such cancellation, alteration or amendment was executed by the owners of seventy-five (75%) percent of the Lots subject to this Declaration.

Section 4. Amendments to Articles and Bylaws. Nothing in this Declaration shall limit the right of the Community Association to amend, from time to time, its Articles of Incorporation and Bylaws.

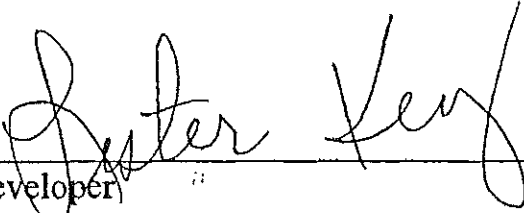
Section 5. Non-Liability of the Directors and Officers. Neither Developer nor the directors or officers of the Community Association shall be personally liable to the Lot Owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The Lot 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 Articles of Incorporation and/or Bylaws.

Section 6. Board's Determination Binding. In the event of any dispute or disagreement between any Lot Owners relating to the property subject to this Declaration, or any questions of interpretation or application of the provisions of this Declaration, the Bylaws, or rules and regulations of the Community Association, the determination thereof by the Board shall be final and binding on each and all such Lot Owners.

Section 7. Open Space and Signature Walls. The Community Association will maintain the open space and signature walls which are an integral part of the subdivision community and development and it being specifically provided that notwithstanding any article, paragraph, sentence, clause or other provision which may be contained in this Declaration, that in the event that these Covenants, Conditions and Restrictions shall be amended, altered, modified or canceled, then in such event the Lot Owners shall continue to be obligated to maintain the common areas and signature walls of Williamsburg Park, or such additional lands as provided in Article I unless and until the said common areas and signature walls shall have been transferred to and accepted by governmental agency for upkeep and maintenance. No common areas including medians in the right of way, open space or signature walls shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and/or the approval of the Franklin and Simpson County Planning and Zoning Commission. The provisions contained in this Article V, Section 7 shall not be amended by the Community Association.

WITNESS the signature of the Developer on the 12th day of December, 2005.

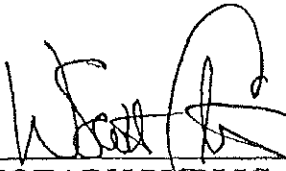
KEY DEVELOPMENT, LLC  
A Kentucky Limited Liability Company  
By: Lester Key, CEO and Member

  
\_\_\_\_\_  
Developer

COMMONWEALTH OF KENTUCKY

COUNTY OF SIMPSON

The forgoing instrument was subscribed and sworn to before me this 12th day of December, 2005, by Lester Key, CEO and Member of Key Development, LLC, on behalf of said limited liability company.

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expire:

6-27-09

THIS INSTRUMENT PREPARED BY:

  
\_\_\_\_\_

W. SCOTT CRABTREE

212 South College Street

P. O. Box 615

Franklin, KY 42135-0615

C:\KEYSTOPS\WILLIAMSBURG\RESTRICTIONS.2005.doc

DOCUMENT NO: 45741  
RECORDED ON: DECEMBER 12, 2005 03:45:00PM  
COUNTY CLERK: BOBBY PHILLIPS, JR  
COUNTY: SIMPSON COUNTY  
BOOK CAB4 PAGES 314 - 314 REST

ADDITION OF  
WILLIAMSBURG PARK, SECTIONS FIVE, SEVEN AND EIGHT  
CITY OF FRANKLIN  
TO THOSE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF RECORD IN PLAT CABINET 4, PAGE 314  
AND  
FIRST AMENDMENT OF  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
WILLIAMSBURG PARK,  
CITY OF FRANKLIN, KENTUCKY

THIS ADDITION TO AND AMENDMENT OF DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLIAMSBURG PARK is executed this 26 day of November, 2019, by JAB Holdings, LLC, a Kentucky limited liability company, successor in interest to Key Development, LC ("Developer");

WHEREAS, Developer is the owner of certain land located in Franklin, Simpson County, Kentucky by and through that deed of record in Deed Book 334, page 461 in the Simpson County Clerk's office; and

WHEREAS, a portion of the property owned by Developer in Deed Book 335, Page 461 in the Simpson County Clerk's office, consists of Lots 131 through 150 of Section Three of Williamsburg Park, according to plat recorded in the Simpson County Clerk's office in Plat Cabinet 4, Page 256-257, Slide 129, dated on or about May 14, 1999; and

WHEREAS, the remaining portion of the property owned by Developer in Deed Book 335, Page 461 in the Simpson County Clerk's office, consists of Lots designated as being in Section Five, Section Seven and Section Eight of Williamsburg Park, according to plans on plat recorded in the Simpson County Clerk's office in Plat Cabinet 4, Page 255, Slide 128, dated on or about May 14, 1999; and

WHEREAS, that "Declaration of Covenants, Conditions, and Restrictions Williamsburg Park, Section Three City of Franklin, Kentucky" (the "Agreement"), filed of record in Plat Book (Cabinet) 4, page 314 in the Simpson County Clerk's office run with the real property platted and contained in Section Three of Williamsburg Park, according to plat recorded in the Simpson County Clerk's office in Plat Book (Cabinet) 4, Page 256-257, Slide 129, dated on or about May 14, 1999; and

WHEREAS, the Agreement is binding by and between Developer (previously Key Development, LLC) and all property owners in Section Three of Williamsburg Park (as defined hereinabove); and

WHEREAS, Developer was assigned all right, title and interest in and to the Agreement, by Key Development, LLC as part of Developer's purchase of the property of record in Deed Book 334, page 461 in the Simpson County Clerk's office; and

WHEREAS, the Developer, pursuant to the Agreement, desires to add additional property to be bound by the Agreement and make certain amendments to the Agreement; and

WHEREAS, the Agreement, Article I, Section 2(A) provides in part "additional land may (but is not required to) be included by Developer" and that "All additions shall be made by filing with the office of the Clerk of Simpson County, Kentucky, a Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants of restrictions of this Declaration to such property"; and

WHEREAS, the Agreement, by this Addition and Amendment, is being extended to cover the additional property shown as Sections Five, Seven and Eight in Plat Cabinet 4, Page 255, Slide 128; and

WHEREAS, the Agreement, Article V, Section 3 provides in part that the Agreement "for so long as Developer, its designated successors or assigns, as applicable, owns any Lot or any portion of Williamsburg Park... (ii) Developer may otherwise unilaterally amend this Declaration as Developer may elect in its sole discretion, provided, that any such amendment under this subpart (iii) shall not materially adversely affect the then existing private single-family residential nature of Williamsburg Park or such additional lands;" and

WHEREAS, Developer is developing and platting lots for Sections Five, Seven and Eight for construction of residential homes and it is in the interest of the Williamsburg Park community to have Sections Three, Five, Seven and Eight bound by the Agreement, as amended herein, and all be part of the to be formed Homeowner's Association as provided for in the Agreement, the "Williamsburg Park Community Association, Inc.;" and

NOW, THEREFORE, Developer, for the purposes set forth above and further hereinafter set forth, declares as follows:

#### ARTICLE I – PROPERTY SUBJECT TO THIS DECLARATION, ADDITIONS

Section 1 shall be amended to read as follows:

Section 1. Description of Lots Subject to Restrictions.

Being Lots 131 through 171, of Williamsburg Park, Section Three, according to Plat recorded in Plat Cabinet 4, Page 256-257, Slide 129, filed of record on or about May 14, 1999 in the Simpson County Clerk's office; and

Being those Lots 83 through 90 and Lots 109 through 130 (and the basin lot to be transferred to Williamsburg Park Community Association, Inc.) in Williamsburg



Park, Section Five, according to Plat recorded in Plat Cabinet 4, Page 255, Slide 128, filed of record on or about May 14, 1999 in the Simpson County Clerk's office, which will be re-platted by Developer at a future date; and

Being those Lots 91 through 108 (and the basin lot to be transferred to Williamsburg Park Community Association, Inc.) in Williamsburg Park, Section Seven, according to Plat recorded in Plat Cabinet 4, Page 255, Slide 128, filed of record on or about May 14, 1999 in the Simpson County Clerk's office, which will be re-platted by Developer at a future date; and

Being Lots 172 through 184, of Williamsburg Park, Section Eight, according to Plat recorded in Plat Cabinet 4, Page 255, Slide 128, filed of record on or about May 14, 1999 in the Simpson County Clerk's office and as further platted in Plat Cabinet 5, Page 138 in the Simpson County Clerk's office; and

Being 4.69 acres of Williamsburg Park, Section Eight, shown as vacant on Plat recorded in Plat Cabinet 4, Page 255, Slide 128, filed of record on or about May 14, 1999 in the Simpson County Clerk's office, owned by Developer in Deed Book 344, Page 627 in the Simpson County Clerk's office which Lot will be transferred to the Williamsburg Park Community Association, Inc.

### ARTICLE III – ARCHITECTURAL CONTROL

Section 2 shall be amended to read as follows:

#### Section 2. Minimum Floor Areas Elevations and Building Materials

As to Lots 131 through 150 of Williamsburg Park, Section Three and Lots 180 through 184 of Williamsburg Park, Section Eight:

- (a) The ground floor area of a one story house shall be a minimum of 1,600 square feet, exclusive of the garage.
- (b) The ground floor of a two story house shall be a minimum of 1,000 square feet, exclusive of the garage.
- (c) Finished basement areas, garages and open porches are not included in computing floor areas.
- (d) Building Materials. Exteriors of all residences and all other structures shall consist of brick, stone, dryvit, cement board siding, man-made stone, or other modern masonry material. Brick, stone, or man-made stone shall extend to grade for residences constructed with cement board siding materials. All accessory or detached structures shall compliment the material used in the primary structure.

As to Lots 151 through 171 of Williamsburg Park, Section Three and Lots 172 through 179 of Williamsburg Park, Section Eight:

- (a) The ground floor area of a one story house shall be a minimum of 1,800 square feet, exclusive of the garage.
- (b) The ground floor of a two story house shall be a minimum of 1,000 square feet, exclusive of the garage.
- (c) Finished basement areas, garages and open porches are not included in computing floor areas.
- (e) Building Materials. Exteriors of all residences and all other structures shall consist of brick, stone, dryvit, cement board siding, man-made stone, or other modern masonry material. Brick, stone, or man-made stone shall extend to grade for residences constructed with cement board siding materials. All accessory or detached structures shall compliment the material used in the primary structure. Any house built on any Lot in these Sections prior to December 31, 2019 will not be in violation of these restrictive covenants. Provided, however, that if a structure is substantially destroyed, the residential structure must be re-built in compliance with these covenants.

As to Lots 83 through 90 and Lots 109 through 130 of Williamsburg Park, Section Five and Lots 91 through 108 of Williamsburg Park, Section Seven

- (a) The ground floor area of a one story house shall be a minimum of 1,500 square feet, exclusive of the garage.
- (b) The ground floor of a two story house shall be a minimum of 1,000 square feet, exclusive of the garage.
- (c) Finished basement areas, garages and open porches are not included in computing floor areas.
- (d) Building Materials. Exteriors of all residences and all other structures shall consist of brick, stone, dryvit, cement board siding, man-made stone, other modern masonry material, or vinyl siding. Brick, stone, man-made stone, or split face block shall extend to grade for residences constructed with siding materials. All accessory or detached structures shall compliment the material used in the primary structure.

#### ARTICLE IV – COMMUNITY ASSOCIATION

All property described in the Agreement and this Addition and Amendment shall be a part of the Williamsburg Park Community Association, Inc. as provided for in the Agreement. Developer will be transferring certain common areas to the Community Association, in its sole discretion.

Additionally, the Williamsburg Park Community Association, Inc. will be active as of January 1, 2020.

The initial annual assessment shall be \$100.00 per Lot.

As long as any vacant Lot is owned by Developer, that Lot shall be exempt from paying an annual assessment.

All terms of this Article remain the same.

**EXECUTION BY DEVELOPER**

All remaining terms, conditions, covenants, restrictions, charges, and liens as provided in Agreement, shall remain in full force and effect except as provided herein.

JAB Holdings, LLC has executed this Addition of Williamsburg Park, Sections Five, Seven and Eight, City of Franklin to those Declaration of Covenants, Conditions and Restrictions of record in Plat Cabinet 3, Page 314 and First Amendment of Declaration of Covenants, Conditions and Restrictions Williamsburg Park, City of Franklin because of their ownership interests in the real property constituting Williamsburg Park and their rights as successor Developer of Williamsburg Park, for the purpose of subjecting such real property, and their interest therein, to the terms of this Declaration.

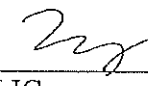
This the 26 day of November, 2019.

JAB HOLDINGS, LLC

By:   
Joseph Allen, Manager

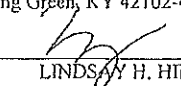
COMMONWEALTH OF KENTUCKY )  
  ) ss  
COUNTY OF WARREN )

The foregoing Declaration was acknowledged, subscribed and sworn to before me this the 26 day of November, 2019 by Joseph Allen, acting in his capacity as Member of **JAB Holdings, LLC, a Kentucky limited liability company**, and was the act of the company for the purposes stated above.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: 6-23-2020

THIS INSTRUMENT PREPARED BY:

REYNOLDS, JOHNSTON, HINTON & PEPPER, LLP  
Attorneys at Law  
310 East 11th Street - P. O. Box 4000  
Bowling Green, KY 42102-4000

By:   
LINDSEY H. HINTON

DOCUMENT NO: 1194489  
RECORDED ON: 12/2/2019 10:48:00 AM  
COUNTY CLERK: JOLENE S THURMAN  
COUNTY: SIMPSON COUNTY  
BOOK: D345 PAGE: 344 - 348 REST  
Signed: MH