

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LEXINGTON PLACE SUBDIVISION**

THIS DECLARATION, executed this the 18 day of MAY, 2017, by Developing Partners, II, LLC, and Lexington Place, LLC, both with an address of 177 Southwind Drive, Bowling Green, Kentucky, 42104, (hereinafter referred to as the "Developer" or "Declarant");

WITNESSETH: WHEREAS, the Developer is the owner of certain real estate in Simpson County, Kentucky, as show upon plat of record in Plat Book 5, Page 58, in the office of the Simpson County Clerk, which real estate is referred to as Lexington Place Subdivision; and

WHEREAS, the Developer desires these protective covenants, conditions and restrictions replace in its entirety those protective covenants, conditions and restrictions previously recorded in Deed Book 287, Page 443 of the Office of the Simpson County Clerk;

WHEREAS, the Developer desires to provide for the protection and preservations of the property values and aesthetics of Lexington Place Subdivision; and

WHEREAS, the Developer desires to establish and provide for a system of administration, operation and maintenance of the Common Use Facilities of Lexington Place Subdivision; and

WHEREAS, the Developer further desires to establish for the Developer's benefit and for the mutual benefit and advantage of all future owners and occupants of Lexington Place Subdivision, or any portion thereof, certain rights, privileges, obligations, restrictions, covenants, liens, assessments, and regulations governing the use and occupancy of Lexington Place Subdivision, all of which are declared to be in furtherance of a plan to promote and protect residency and occupancy in Lexington Place Subdivision on all portions thereof, and are intended to be construed as covenants running with the land which shall be binding on all parties

having or acquiring any right, title or interest in all or any portion of the Property which shall inure to the benefit of each owner thereof;

NOW THEREFORE, the Developer, as legal title holder of the Property and for the purposes set forth above and further hereinafter set forth, declares as follows:

ARTICLE I
DEFINITIONS

A. "Developer" shall mean or refer to Developing Partners, II, LLC , a Kentucky limited liability company, whose address is 177 Southwind Drive, Bowling Green, Kentucky, 42104, its successors, heirs or assigns. Upon the recording of this Declaration of Protective Covenants, Covenants and Restrictions, "Developer" shall mean Lexington Place, LLC.

B. Lexington Place Subdivision, shall mean or refer to all such properties as are subject to this Declaration or any supplemental declaration under the provisions of Article II hereof and shall include the real property described in Article II (the "Property"). It is not the intention of the Developer that these covenants and restrictions automatically apply to any other Development, or any other subdivision adjacent to Lexington Place Subdivision, developed by it.

C. "Lot" shall mean or refer to any platted lot of land shown on the subdivision plat of the subject "Property" as described in Article II, together with any and all improvements thereon.

D. "Owner" shall mean or refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is party of the Property, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage or other lien, unless and until such mortgagee or subsequent lienholder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

E. "Majority of Owners" shall mean and refer to the holders of more than fifty percent (50%) of the total votes of the Members.

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

G. "Mortgagee" shall mean and refer to the holder of a first mortgage encumbering a Lot.

H. "Lexington Place Subdivision" shall include all of the residential lots only comprising the Lexington Place Subdivision whether currently platted or platted in the future (but shall not include any commercial lots) conveyed to Lexington Place, LLC, by deed dated 18 day of May, 2017, of record in Deed Book 327, Page 139, in the Office of the Simpson County Clerk.

I. "Plat" shall mean and refer to the plat of the Lexington Place Subdivision, of record in Plat Book 5, Page 58, in the office of the Simpson County Clerk.

J. "Homeowners' Association" shall mean the Lexington Place Homeowners' Association, Inc., a Kentucky non-stock, non-profit corporation, whose address is: 177 Southwind Drive, Bowling Green, Kentucky, 42104.

K. "Notice of Lien" shall mean and refer to the Notice document filed in the Warren County Clerk's office evidencing a lien on the Lot for failure of an Owner to make timely payment or performance of any obligations required by this Declaration.

L. "Person" shall mean and refer to a natural person, as well as a 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.

ARTICLE II PROPERTY

A. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration (the "Property") is accessed from Pleasant

Valley Road, Simpson County, Kentucky, and comprises all of the residential lots within the property and as conveyed to the Developing Partners, II, LLC, by deed dated February 2, 2007, of record in Deed Book 287, Page 452, in the office of the Simpson County Clerk, except for property conveyed to Blackberry Ridge, LLC by deed dated April 16, 2010, in Deed Book 287, Page 457 in the Office of the Simpson County Clerk.

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

ARTICLE III
HOMEOWNERS' ASSOCIATION MEMBERSHIP

A. Administration of Restrictions and Protective Covenants. The administration of these restrictions and covenants and the adoption of the rules and regulations governing same and the personal conduct of the Lot Owners and their guests thereon shall be by the Lexington Place Homeowners Association, consisting of all Lot Owners of the Lexington Place Subdivision, in accordance with the Bylaws of said Association. The object and purpose of the Homeowners' Association shall include, but is not limited to the following:

1. Promoting and developing the common good, safety, health, recreation, environment, and welfare of the Lot Owners.

2. Enforcing design, architectural and environmental standards as established by the Design Review Committee and enforcing the conditions and restrictions set forth herein.

3. Promoting the development of recreational, social, cultural, and educational programs to meet the needs and interests of the Lot Owners.

B. Members. Every person or entity who is an Owner of any Lot which is included in the Property shall be a Member of the Association. 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.

C. Classes of Membership. The Association shall have two classes of membership:

1. Class A: Class A Members shall be all Owners except for the Developer prior to termination of its Class B membership. If, however, the Developer owns one or more Lots upon or after the termination of his Class B membership, then the Developer shall become a Class A Member.

2. Class B: Class B Members shall include the Developer, its successors and assigns. The Class B membership shall terminate and cease upon the first to occur of: a) the total Class A votes equal eighty percent (80%) or more of the total Lots available in Lexington Place Subdivision; or when, in its discretion, the Developer so determines.

D. Voting. Except for matters concerning special assessments and amendments to this Declaration, Class A Members shall not be entitled to vote until the termination of the Class B membership, at which time Class A Members shall be entitled to one vote for each Lot owned. If a Lot is jointly owned by more than one person or entity, only one vote for that Lot may be cast.

On all matters concerning special assessments or amendments to this Declaration, the Class A Members shall have one vote for each Lot owned. On all matters concerning special assessments or amendments to this Declaration, the Class B Members shall have two votes for each Lot owned.

E. Powers and Duties of Association. The powers and duties of the Homeowners' Association shall be in accordance with this Declaration, the Bylaws of the Association and all rules adopted by the Association, including but not limited to the following:

1. Adopt and amend the Bylaws and rules and regulations;
2. Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments from Lot Owners;
3. Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Lot Owners on matters affecting the Lexington Place Subdivision;
4. Make contracts and incur liabilities;
5. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property;
6. Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable charges for expenses incurred relative to violations of their Declaration and the Bylaws, and rules and regulations of the Association;
7. Impose reasonable charges for the preparation and collection of unpaid assessments;
8. Provide for the indemnification of its officers and any executive board and maintain directors' and officers' liability insurance.
9. Exercise any other powers conferred by this Declaration or its Bylaws;

10. Exercise any other powers that may be exercised in this state by legal entities of the same type as the Association;

11. Exercise any other powers necessary and proper for the governance and operation of the Association including enforcement of these conditions and restrictions.

F. Expenses, Charges, Costs. All expenses, costs and/or charges incurred by the Homeowners' Association for or in connection with its operation; all liability for loss or damage arising out of or in connection with same; all premiums for hazard, liability and other types of insurance; and legal, accounting, management and other services shall constitute common expenses of the Association, for which the Lot Owners shall be severally liable for their respective proportionate shares.

No Lot Owner may accept himself from liability for his contribution towards the common expenses by election not to become a Member of the Homeowners' Association, by abandonment of his Lot, or by any other means.

ARTICLE IV ASSESSMENTS

A. Creation of Lien and Personal Obligation for Assessments. Each Owner of any Lot shall, by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of these restrictions and promises to pay to the Association both annual assessments and charges and special assessments, such assessments and charges to be established from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection therefor as are hereinafter provided, shall be a charge and continuing lien upon the Lot against which such assessment is made as of the effective date of each assessment.

Each assessment, together with such interest thereon and costs of collection therefor as are hereinafter provided, shall also be the personal obligation of the person or entity who was Owner of such Lot at the time when the assessment fell due. In the case of co-ownership of a Lot, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment.

B. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance and operation of the entrances, common areas, open spaces, recreation areas, lighting, security, landscaping, storm water detention and all other items provided for herein, including but not limited to, the payment of taxes and insurance, the payment of utilities, the payment for repair, replacement and additions thereto, and for the costs of labor, equipment, materials, management and supervision thereof. At the option of the Association, annual assessments may be used to provide supplemental landscaping maintenance, mail service, garbage and trash collection and disposal as needed to supplement the services provided by the public authority.

The Association may require that the annual assessment be paid in equal monthly installments by each Lot Owner.

C. Maximum Annual Assessment. There shall be no annual assessment due in the year 2017 for any Lot of the Lexington Place Subdivision. The annual assessment for 2018 shall not exceed Twenty-Five Dollars and 00/100 (\$25.00), per Lot. Thereafter, assessments shall be determined by the Association.

D. Special Assessments. In addition to the annual assessments hereinabove authorized, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of entrance

ways, streets, storm water detention areas, street lights or other items provided for herein, including the necessary fixtures and personal property related thereto; provided, however, that any such assessment shall have the assent of seventy-five percent(75%) of the Members present, voting in person or by proxy, at an annual or special meeting of the membership at which a quorum is present.

Special assessments shall be due and payable on the date which is fixed by resolution authorizing the assessment.

E. Developer Exemption. The Developer and all Lots owned by the Developer shall be exempt from all assessments and liens therefor of every type except as hereinafter provided.

The Developer agrees to contribute to the Association such funds as it deems required to defray the expenses of the Association through the sale of eighty percent (80%) of the total lots available for sale in Lexington Place Subdivision; or the voluntary termination of the Class B membership, whichever occurs first. Upon termination of the Class B membership, the Developer shall pay assessments only if, and to the extent to which, it is then a Class A Member of the Association.

F. Commencement. The assessment for a Lot shall commence upon the purchase of the Lot from the Developer. Assessments on Lots that first become subject to assessment during a calendar year shall be prorated on a on a calendar basis for the remainder of such calendar year.

G. Due Date. Unless otherwise provided herein, assessments shall be due and payable in full within thirty (30) days after billed to an Owner by the Association.

H. Records of Assessment. The Association shall cause to be maintained in the office of the Association a record of all Lots and assessments applicable thereto which shall be open to inspection by any Owner of the Lot subject to assessment.

The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether the assessments against the Owner's Lot have been paid, and if not, the amount due and owing. Absent manifest error, such certificates shall be conclusive as evidence for third parties as to the status of assessments against such Lot.

I. Effect of Non-Payment of Assessment of Other Charges. If any annual or monthly assessment or if any special assessment is not paid on the date when due, or if any sum or charge agreed to be paid by Owners in this Declaration is not paid when due, then such assessment, sum or charge shall be delinquent and shall accrue interest thereon at the rate of eighteen percent (18%) per annum after the due date. If such assessment, sum or charge is not paid within thirty (30) days after the due date, then the Association may bring an action at law against the Owner personally and/or foreclose the lien against the Lot by court action, as herein provided, and there shall be added to the amount of such assessment, sum or charges all reasonable attorneys' fees and costs incurred by the Association in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessments as indicated above. Upon such a failure to make timely payment, the Association shall have the right to file a Notice of Lien.

J. Enforcement of Lien by Judicial Sale. For and in consideration of the privileges and protections granted herein, and for the express purpose of securing the payment of the assessment, other sums and charges described in this Article, each Owner accepting a deed to a Lot, for their heirs, administrators, successors and assigns, does hereby agree to the following terms and conditions:

Said Owners agree to pay all assessments, sums and charges when due, and upon demand by the Association, to pay, discharge or remove any and all liens (except a first mortgage or deed

of trust lien) which may be hereafter placed against said Owner's Lot which shall adversely affect the lien granted herein, and in case the Association shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said Lot or the lien granted herein, or appear in any court to prove said indebtedness, all costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed and be payable by Owner upon demand of the Association, and upon failure to do any of these things, then said Association may do any or all of said things and the amounts so paid shall bear interest from the date of payment at the rate of eighteen percent (18%) per annum and shall be and become a part of the indebtedness secured hereby.

If said assessments, sums or charges, or interest thereon, are not paid promptly when due or within any period of cure allowed above, or if after said Owners fail to pay any other sums due as above provided, or further fail to reimburse the Association with thirty (30) days from the date of Association's payment of such sums, the Owner's Lot shall be subject to lien, created by this Declaration, and the said Association is hereby authorized and empowered to file a foreclosure action in the Simpson Circuit Court whereby the Owner's Lot is to be sold a judicial sale to the highest bidder statutory right of redemption, homestead, dower, and all other exemptions of may bid at any sale. In case of sale hereunder, the proceeds shall be applied as follows:

- a) To the payment of all costs, charges and expenses of enforcing said lien as herein provided, also reasonable attorneys' fees for advice in the premises, or for instituting or defending any litigation which may arise on the account of the enforcement of said lien; also, the expenses of any such litigation.

- b) To the payment of all taxes which may be unpaid on the premises.
- c) To the payment of all unpaid indebtedness hereto secured.
- d) The residue, if any, to be paid pursuant to the Judgment of the Court.

The lien described herein shall be subordinate to the lien of a recorded first mortgage encumbering any such Lot provided, however, in the event the holder or owner of such mortgage becomes the Owner of such lot after foreclosure thereof, such purchaser shall become subject to the lien reserved herein for the purpose of securing all assessments becoming due from and after the date such purchaser accepts a deed to said Lot or enters in to possession of said Lot, whichever shall first occur.

ARTICLE V
DURATION AND AMENDMENTS TO DECLARATION

The covenants and restrictions of this Declaration shall run with the land and bind the land, and shall inure to the benefit of any Lot Owner, their heirs, successors and assigns for a period of ninety-nine years from the date of recordation of this Declaration. The covenants and restrictions of this declaration are enforceable by the Developer, the Homeowners' Association, or the Owner of any Lot, their respective legal representatives, heirs successors, and assigns.

The Developer may modify any of these restrictions and/or protective covenants without joinder of any Lot Owner for a period of twelve months from the date of this Declaration. Thereafter, this Declaration may be amended by an instrument signed by Owners of at least seventy-five percent (75%) of the Lots in Lexington Place Subdivision.

All amendments must be properly executed and recorded to be enforceable.

Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed of other conveyance therefor, thereby

agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

ARTICLE VI
ARCHITECTURAL AND DESIGN COMMITTEE

A. Committee. An Architectural and Design Review Committee consisting of two or more persons shall be appointed by the Developer until termination of the Class B membership. The Developer is further empowered to appoint successors should a vacancy occur, or may remove Committee members and replace them until termination of the Class B membership. During the continuance of the Class B membership, the Developer may appoint, remove and replace Committee members as its sole discretion.

Upon termination of the Class B membership, the authority to appoint, remove and replace Committee members shall be automatically vested with the Board of Directors of the Association.

B. Powers and Duties of Committee. This Committee shall regulate the external design, appearance and location of the Property and of improvements thereon in such a manner as to:

1. Promote these qualities in the environment which bring value to the Property;
2. Foster the attractiveness, unity and functional utility of the Property as a place to live, including a harmonious relationship among structures, vegetation and topography.

It is intended that the Architectural and Design Committee shall develop and maintain a design concept for Lexington Place Subdivision, including the consideration of all matters such as signage, landscaping, site layout, structural materials, structural size, and external fixtures such as antennae, sporting and recreational equipment, to promote and benefit the economic and aesthetic integrity of the Subdivision.

C. Review of Plans. Before construction, reconstruction, remodeling, alteration or addition to any Lot or improvement on any Lot is started; the Owner must first submit to the Committee for approval the following:

1. Site plan showing appropriate setbacks, HVAC equipment placement, garbage can enclosures, material and patterns for external amenities and other relevant information;
2. Foundation Plan;
3. Floor plans showing heated square footage;
4. Exterior Elevations;
5. All exterior materials, colors and selections; and
6. Landscape plan.

In the event the Committee shall fail to approve or disapprove of the plans in writing within thirty (30) days from the date of receipt from the Owner, such approval will not be required and this covenant shall be deemed to have been complied with.

All plans shall be submitted to the Committee in person or by certified mail at the address to be designated from time to time by the Developer or the Association.

Plans for any construction or improvement must conform to the restrictions and covenants set forth herein. The Committee shall be the sole judge or arbiter of conformance or non-conformance and may approve or disapprove plans within its discretion if it determines that the plan, in whole or in part, does not comport with the architectural, aesthetic, and environmental goals of this development.

Until the termination of the Class B membership, the Developer may, at its sole discretion, overrule any decision of the Committee.

If the Committee approves a plan in writing, the actual compliance of the construction, renovation or repairs shall be the responsibility of the Owner, provided, however, upon completion of the construction, renovation or repair, the Owner shall notify the Developer and/or the Committee, who shall then have ten (10) days thereafter in which to inspect the property for compliance. The Developer and/or Committee shall also have the authority, in its discretion, to make periodic inspections during construction.

In the event the Developer and/or the Committee shall fail to make an inspection within ten (10) days after receiving notice from the Owner of completion, such approval shall not be required and these restrictions and covenants will be deemed to have been complied with.

Any change, alteration or deletion from the original plans as approved by the Committee shall require additional approval and all construction shall cease until approval is received in writing.

If an Owner fails to complete his residence or improvement thereto or to maintain the improvements situated on the Lot in a manner satisfactory to the Association, the Association, may, upon a vote of seventy-five percent of the Lot Owners, and after ten (10) days' notice in writing to the Owner, enter upon said Lot and complete, repair and/or maintain the residence or improvements thereto, the cost of which shall be added to the Lot assessment and the Owner shall be personally liable for the cost incurred. Upon failure of the Owner to make timely payment, the Association shall have a right to file a Notice of Lien.

The Committee shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross negligence on the party of the Owner and are not materially harmful to the Property. Such waiver must be granted in writing.

The approval of the Developer and/or Committee of any plan and completed construction or improvements is not intended to be a statement of structural integrity, stability, design or of the safety of any component therein but is required to insure compliance with this Declaration. Notice is hereby given to any future Owner, occupant, invitee or guest that the approval granted by the Developer or Committee shall not be deemed statement of structural integrity, design, or safety if the construction is subsequently proven defective.

~~D. Initial Committee Members. Upon execution of this Declaration, the review committee shall consist of: Shane Van Meter, 1015 Shive Lane, Bowling Green, KY 42103; and James Cook, 177 Southwind Drive, Bowling Green, KY 42104, their heirs, appointees and assigns.~~

ARTICLE VII
BASEMENTS

A. General. Until termination of the Class B membership, the Developer reserves an easement for ingress and egress generally across the Property at reasonable locations on the Property and the various Lots for the purpose of completing the intended development according to the plans and plat of records, and all amendments thereto. Said ingress and egress easement shall in any event be reasonable and shall not interfere with the construction of improvements on a Lot nor the reasonable use and enjoyment of a Lot by Lot Owner.

B. Access. There is hereby reserved without further assent or permit a general easement to all policemen and any security guards employed by the Developer, firemen, ambulance personnel and all similar persons to enter upon the Property or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties. Included in the persons designated to have access to the premises are all public officials of Franklin, Simpson County, Kentucky and all police and fire officers.

ARTICLE VIII
MAINTENANCE OF UNIMPROVED LOTS

An Owner shall either commence construction of a residence upon his Lot or cause his Lot to be improved so as to be maintained as a completed landscaped lawn in a condition satisfactory to the Architectural and Design Committee within one (1) year after the date of closing the purchase of the Lot by the Owner. In the event the Owner fails to so improve his Lot within the time required, or fails to commence such improvement within thirty (30) days after receipt of notice by the Association or the Developer, the Association or the Developer may cause said Lot to be so improved and the Owner shall pay the cost thereof to the Association or the Developer upon demand. In the event an Owner fails to pay the same upon demand, such sum may be collected from the Owner as an assessment or charge pursuant to Article IV hereof.

ARTICLE IX
OPEN SPACES AND RECREATIONAL AREAS

The Developer shall convey to the Association in fee simple title those portions of the Property designated as Homeowner's Association Common Area. The Association shall own, operate and maintain said areas as open spaces and/or recreational areas for the common use and enjoyment of the Developer and the Owners.

Every Owner shall have a right and easement of enjoyment in and to the open and recreational spaces subject to this Declaration subjecting these areas to this purpose and use. Any Owner may delegate his or her right of enjoyment to the members of his or her family and social invitees, subject to reasonable regulation by the Association and in accordance with procedures it may adopt.

ARTICLE X
RESTRICTIONS AND PROTECTIVE COVENANTS

A. Private Restrictions and Protective Covenants. Each Lot of the Lexington Place Subdivision shall be subject to the following privately-imposed restrictions and/or protective covenants:

1. All Lots in each phase shall be developed as single family residential lots. No trailer, basement, tent, shack, barn or other out building shall be erected on any Lot at any time to be used as a residence, temporary or permanent.
2. ~~The total square footage~~ ~~as heated and cooled~~ ~~of each residential structure to be constructed on a Lot shall be as follows:~~
 - (a) Lots 1 thru 39 shall be a minimum of 1,400 square feet, heat and cooled space;
 - (b) Two story residences shall have a minimum of 1,300 square feet of heat and cooled space on the ground level and 1,500 square feet minimum for the total heat and cooled space all floors.
3. The foundation of any residential structure shall be concrete block covered with brick or stone.
4. All driveways must be surfaced with concrete surface from the paved surface of the street to the end of the driveway. The owner of each Lot shall be responsible for the construction and maintenance of a concrete sidewalk the width of the lot, which concrete sidewalk shall be two (2) feet from the curb and four (4) feet wide. Driveways and sidewalks must be installed within forty-five (45) days after completion of home. Sidewalks and concrete specifications to be approved by VanMeter Engineering or engineer of record.

5. The Owner shall within sixty (60) days after completion of construction of the residence grade and seed or sod the entire lot, including front, side and rear yards, and the unpaved right of way of any abutting streets, and install foundation landscaping in keeping with the character of the development. This section shall not be construed to prohibit gardens in the rear yards or decorative flower beds.
6. No buildings shall be located on any lot nearer than the front setback line as shown on the Plat of record. Further, no fence, wall, or hedge shall be constructed or planted in front of the front setback line as shown on the Plat of record. Fences must be constructed of wood, vinyl, or coated chain link.
7. Easements for installation and maintenance of utility and drainage facilities are reserved as shown on the Plat of record. These easements are reserved and are perpetual for public utility installations and maintenance of draining. No structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, or which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through the channels in the easements. Easement areas of each Lot shall be maintained continuously by the Owner of the lot.
8. All electric, telephone, television, or other cables serving each residential structure shall be underground.
9. All sinkholes and water retention areas shall be maintained by the Owner of each Lot so as to sufficiently and satisfactorily manage surface water.

10. All satellite dishes, propane tanks, and garbage receptacles must be housed or maintained at the rear of the residential structure. Satellite dishes of 20" or less shall be attached to the rear exterior of the residence only.
11. All exterior lighting shall be directed downward or, if decorative, shall be of a low wattage. All exterior lighting shall be designed and maintained in such a manner as to light only the Lot upon which the residence is located and shall not light any adjacent Lots or otherwise be intrusive upon any adjacent Lots.
12. No outside clothes lines shall be erected or placed on any Lot.
13. No animals, including reptiles, livestock, swine 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 geographical 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.
14. No commercial or inoperable vehicles shall be permitted to be stored outside of the garage.
15. Operation of recreational and/or all-terrain vehicles and the use of firearms within the development are prohibited.
16. No overnight parking of any vehicles shall be permitted on public right of way and streets within the development.
17. No Owner or persons residing or visiting within the development shall in any way conduct or facilitate the maintenance of a nuisance. A nuisance as described

herein shall include but not be limited to any activity significantly impairing the use and enjoyment of others within the development.

18. Boats, campers or other recreational vehicles shall be parked to the rear of any residence. Should the placement of such vehicles be considered a nuisance by the Developer, its successors and/or assigns, it shall reserve the right to request its removal.
19. No two or more Lots within the development may be combined and later subdivided so as to obtain a larger number of lots within this phase of the development. Lot configuration may change subject to final engineering.
20. All mailboxes shall be installed in accordance with the regulations and recommendations of the United States Postal Service. Mail and newspaper boxes of similar design must be purchased from the Developer and will be provided at the Developer at cost.
21. All residences must have an enclosed garage and must have a minimum of sixteen foot (16') wide door or two (2) eight foot (8') wide doors.
22. Only one outbuilding with the exception of a detached garage will be allowed on any lot. All outbuildings shall be constructed of materials consistent with the restrictions found herein in paragraph three, and shall be consistent with the construction materials of the residence and approved by the Architectural and Design Committee.
23. No lot shall be used as a dumping ground for any rubbish, trash, or other waste. Garbage and other waste shall be kept in sanitary containers, and said containers

shall have a lid in place during use. Garbage shall not be stored in plastic bags or similar devices.

24. Each owner of a lot shall keep the grass on the lot properly cut, shall keep the lot free from trash, and shall keep it otherwise neat and attractive in appearance. Should any lot owner fail to do so, the Developer or the subdivision association hereinafter referenced may take such action as it deems appropriate in order to make the lot neat and attractive. The owner of that lot shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest. Developer shall have a lien on that lot and the improvements thereon equal in priority to the lien for assessment provided hereinafter to secure the repayment of such amount.
25. 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 that substantially restores it to its apparent condition immediately prior to the casualty. Alternatively, the lot owner shall completely raze the residence and sod or seed the entire lot until such time as construction of a new residence is begun.
- B. Public Restrictions. Each Lot of the Lexington Place Subdivision shall be subject to all governmental building codes, health regulations, zoning restrictions and other regulations applicable to this Property. In the event of any conflict between any provisions of this Declaration, the more restrictive provision shall apply.

ARTICLE XI
MISCELLANEOUS

A. Replacement of Prior Covenants, Conditions and Restrictions. All provisions contained in this Declaration shall replace in its entirety the Declaration of Protective Covenants, Conditions and Restrictions dated April 11, 2010 and of record in Deed Book 287, Page 443 in the Office of the Simpson County Clerk. The provisions contained in this Declaration shall not apply to property conveyed to Blackberry Ridge, LLC by deed dated April 16, 2010, and of record in Deed Book 287, Page 457 in the Office of the Simpson County Clerk which shall remain subject to the Declaration of Protective Covenants, Conditions and Restrictions dated April 11, 2010 and of record in Deed Book 287, Page 443 in the Office of the Simpson County Clerk.

B. Enforcement. All provisions in this Declaration may be enforced by the Developer, its successors and/or assigns, until the termination of the Class B membership, or by the Association, by proceeding at law or in equity against the person, firm or other entity violating or attempting to violate any covenant or restriction, either to restrain the violation thereof or to recover damages, together with reasonable attorney's fees and court costs. Further, after the termination of the Developer's Class B membership in the Association, in the event the Association fails to act to enforce any restriction herein, any Owner of any Lot may enforce these restrictions as aforesaid against any other Owner.

C. Partial Invalidity. Any invalidation of any one or more of these restrictions by judgment, court order, statute or failure on the part of the Developer or the Association or their successors and/or assigns to enforce any of said restrictions, shall in no way affect any of the remaining provisions hereof or be deemed as a waiver of the right to enforce such restrictions any time after the violation thereof.

D. Abatement. In the event that any Owner violates any of the terms or conditions of these restrictions and fails to cure the same within ten (10) days after written notice thereof, then the Developer or the Association, in addition to the other rights and remedies provided for herein, shall have the express right, privilege and license to enter upon any Lot to take any reasonable action to cure such violation, and all reasonable costs thereof shall be at the expense of the Owner of such Lot and shall be payable upon demand by the Developer.

E. Exoneration of the Developer. Each Owner of any Lot in the Property or any other party interested in the Property expressly agrees that:

1. No duty or obligation is imposed upon the Developer to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall the Developer be subject to any liability of any kind or nature whatsoever from any third party from failing to enforce the same; and

2. Developer's approval (or approval by the Architectural and Design Committee) of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents given by the Developer pursuant hereto (or by the Architectural and Design Committee) or otherwise shall not be deemed a warranty, guarantee or representation that any such building, improvements, landscaping or other action taken pursuant thereto or in reliance thereon complies with any or all applicable laws, rules, building code requirements or regulations, the sole responsibility for all of same being upon the respective Owner; and all liability in connection therewith. All Owners agree to indemnify and hold the Developer harmless from all loss or damage, including reasonable attorney's fees and costs, incurred by the Developer or the Architectural and Design Committee as a result of any suit or claim made by any party concerning any feature of construction of the improvements made to any Lots, the noncompliance thereof

with such laws, rules, building code requirements or regulations, or further, any suite or claim made by any injured or alleged injured party claiming to have been damaged or injured by any failure in the structure of any completed improvement, any negligence in design or workmanship of any component of such completed improvements on such Lot.

F. Other Lands of Developer. Nothing contained within this Declaration shall be held or construed to impose any restrictions, covenants, or easements on any other land of the Developer, ~~except for the land contained within the description of the Property, unless specifically submitted and included within these restrictions and protective covenants by a Supplementary Declaration.~~

IN WITNESS WHEREOF, the Developer has caused this Declaration of Protective Covenants and Restrictions to be duly executed on the date first above written.

DEVELOPING PARTNERS, II, LLC.
Developer
By: [Signature]
TITLE: MEMBER

LEXINGTON PLACE, LLC
Developer
BY: Developing Partners II, LLC By JAMES COOK, MEMBER
[Signature]
TITLE: JAMES COOK MEMBER

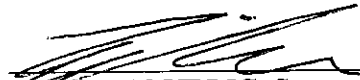
Blackberry Ridge, LLC, by and through its authorized representative TONY EWING, pursuant to Article III of the Declaration of Protective Covenants, Conditions and Restrictions dated April 11, 2010, of record in Deed Book 287, Page 443 of the Office of the Simpson County Clerk, hereby consent to the amendments set forth herein.

BLACKBERRY RIDGE, LLC
BY: [Signature]
TITLE: MANAGER

COMMONWEALTH OF KENTUCKY

COUNTY OF SIMPSON


The foregoing instrument was acknowledged before me by James Cook, Member, Developing Partners, II, LLC, a Kentucky limited liability company on this the 18th day of May, 2017.


NOTARY PUBLIC, State at Large
Commission expires: 9-10-19


COMMONWEALTH OF KENTUCKY

COUNTY OF SIMPSON

The foregoing instrument was acknowledged before me by TONY EWING, authorized representative of Blackberry Ridge, LLC, a Kentucky limited liability company on this the 10 day of MAY, 2017.


NOTARY PUBLIC, State at Large
Commission expires: March 06, 2018

THIS INSTRUMENT PREPARED BY:


TIMOTHY J. CROCKER
CROCKER & THURMOND, ATTORNEYS
P. O. Box 305
Franklin, KY 42135

COMMONWEALTH OF KENTUCKY
COUNTY OF SIMPSON

The foregoing instrument was acknowledged and sworn to me by James Cook, Member, Developing Partners, II, LLC, Member of Lexington Place, LLC, this the 18 day of May, 2017.


NOTARY PUBLIC
My Commission Expires: 9-10-19

DOCUMENT NO: 1180479
RECORDED ON: 5/18/2017 3:44:45 PM
COUNTY CLERK: JOLENE S THURMAN
COUNTY: SIMPSON COUNTY
BOOK: D327 PAGE: 743 - 768 REST
Signed: MH