

**AMENDED AND RESTATED RESTRICTIVE AND PROTECTIVE
COVENANTS EMBRACING MAGNOLIA FARMS SUBDIVISION**

Joshua B. Jones and Shellie Jones, owners and developers (collectively hereinafter referred to as the "Developer") of Magnolia Farms Subdivision [joined by other lot owners to express their consent], do hereby voluntarily establish these Amended and Restated Restrictive and Protective Covenants to embrace each lot created on the real property acquired by them by deed dated May 12, 2021, of record in Deed Book 356, Page 520, Simpson County Clerk's Office, superceding the Restrictive and Protective Covenants Embracing Magnolia Farms Subdivision recorded April 30, 2025 in Deed Book 387, Page 9, Simpson County Clerk's Office, to-wit:

1. All lots in this subdivision shall be known and described as residential lots for single family residences only.
2. The ground floor area of the residence shall not be less than 1500 square feet. No building may exceed two stories in height.
3. The residence square footage requirements shall be exclusive of porches, patios, decks, breezeways, attics, basements, and garages.
4. Each residence must have a private, fully enclosed attached garage not less than two cars in size with a minimum door width of 16 feet. The interior walls of all garages must be finished.
5. Exterior building materials shall be of brick, stone, or other modern architectural materials such as James Hardie siding. No standard horizontal lap vinyl siding is allowed on the front of any residence, but may be used on the sides and rear walls of a residence. The only vinyl that may be used on the front elevations shall be vertical board batten style or shakes above the gutter board height only as accents. The lower portions below gutter board shall be of brick, stone, or James Hardie siding. In no case can asbestos siding, asphalt siding, or other similar material be used in any part of the structure. All chimney and foundation exterior material must be of masonry or masonry veneer

construction. If using James Hardie siding, then builder must use trim boards to outline corners, windows, doors, top and bottom of walls, etc. One exception to the building material is that overhangs and soffits and porch ceilings may be from standard vinyl soffit and aluminum fascia. Roof pitches must be 6/12+ and all road roofing must be GAF Timberline Dimensional Shingles or equivalent. The only metal roofing allowed is snap seam standing seam style metal. Any metal roofing must be approved by the developer. All foundations must have brick or stone exterior; no split face or smooth concrete block foundations are allowed.

6. Only one outbuilding will be allowed on any lot. All outbuildings and garages shall have an exterior material of the same type and color as the exterior material of the residence. No metal storage buildings or canopy carports are allowed. All outbuildings and garages must be behind the corner of the rear of the residence, and all outbuildings and detached garages must have developer approval. No out building, detached garage, shed, tent, shack, recreational vehicle or camper may be used for temporary or permanent residential use.
7. The developer will provide a cluster type mailbox near the entrance to the subdivision, unless the United States Postal Service requires individual boxes for each residence, and in that case, the developer will provide each lot owner with one box for each home so that all match. The lot owner shall be responsible for installation of individual boxes.
8. Only in-ground swimming pools are permitted, and they must be located behind the residence. There must be a wood or vinyl privacy fence connecting to both rear corners of the house, and it must surround the rear yard completely. All privacy fences must be approved by the developer, and they cannot extend forward past the rear corners of the house. Black coated chainlink fence, dark stained wood privacy fence, or black wrought iron or aluminum spindle style fences are the only type of fencing that may be used, and all fence designs must be approved by the developer before installation.
9. Outside storage of boats, campers, and recreational vehicles shall be limited to an area at the rear of the residence, with no such vehicle to extend forward beyond the rear corner of the residence. All swings, play houses, trampolines, kids toys, and similar items must remain in the rear of the residence. No outside clothes lines shall be allowed on any lot. No window air conditioners may be used on any lot. Satellite dishes that are mounted in the yard must

be located behind the rear corners of the residence on the lot, to hide visibility from the street, and may also be attached to the side or rear of the residence roof line.

10. 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 nor be designed in such a manner as to be intrusive upon any adjacent lots.
11. All disturbed ground areas of a building site shall be sodded, seeded, covered, and planted or mulched within 90 days of occupancy or completion of the building, whichever occurs first. Upon completion of the residence, at a minimum the front yard and side yards shall be sodded. Sod must extend from street curb to the rear corners of the house. If any questions arise, the developer will decide. Rear yards may be seeded and strawed.
12. All driveways must be surfaced with concrete from the paved surface of the street to the garage, in a minimum width of 20 feet. Driveways must be installed upon completion of the residence or home occupancy, whichever occurs first. Each lot shall have a sidewalk in the front, and its construction shall be provided by the homebuilder.
13. Final lot grade shall conform to the developer's drainage plan which shall be approved by Planning & Zoning.
14. All shrubs, trees, grass and plantings of any kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. All lots shall be maintained such that grass height shall not exceed eight inches. Trees shall be no closer to the road than 20 feet. Front yards of residences shall be tastefully landscaped. All front yards from the outside corner to outside corner must be landscaped, with one tree planted in the front and one tree planted in the back. Water retention and drainage areas on lots shall be maintained and mowed in the same fashion as the remainder of the lot. Each lot shall be maintained free from any accumulation of garbage or rubbish.
15. No poultry, livestock, or animals (including reptiles) shall be allowed or maintained on any lot; however, this does not preclude the keeping of dogs or cats or other household pets. No loose pets allowed outdoors (if outdoors, must be on a leash), except with the rear yard fence. Only dog pens located behind the residence are

permitted.

16. No business, trade, or other such activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No sign for advertising or for any other purposes shall be displayed on any lot or on any building or structure situated on the lot. Provided, however, signs used for advertising the sale or rent of the residence may be used, so long as not greater in size than eight square feet. Further provided, however, that the developer may erect a larger sign to advertise the development, and each builder may advertise its name and lot number on each lot.
17. The plans for the residence and the proposed location of any residence and any other improvements on the property shall be submitted to the developer for approval and final approval in writing by the developer must be obtained before any construction is commenced. Such plans shall include a site plan with proposed landscaping, patio, and walkways.
18. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot except in the garage. No inoperable vehicle, whether licensed or unlicensed, may be parked on a street under any circumstances.
19. In order to maintain privacy between Highway 100 and the development, the fence line, trees, and undergrowth along Highway 100 shall have a 25 foot wide landscaping buffer. Inside the buffer no existing trees or low growing shrubs shall be removed; however, homeowners may plant additional shrubs or trees in the landscaping buffer. The buffer area shall be maintained as an easement area, and no permanent improvement may be erected within the area.
20. These protective covenants shall run with the land, and they shall be enforceable by injunctive relief or other appropriate remedy by the Association, developer, or any property owner of Magnolia Farms Subdivision.
21. The initial developer is J. Jones Builders, LLC. Upon the sale of 2 lots, the Association shall become the developer.
22. These Restrictions may be amended at any time by the developer prior to the sale of a lot in Magnolia Farms Subdivision. Thereafter, these Restrictions may be amended only with the written consent of every lot owner.

23. The developer will establish Magnolia Farms Subdivision Homeowners' Association, Inc. (the "Association") as a Kentucky non-stock, non-profit corporation for the administration of these restrictions and covenants, and developer will name the initial Board of Directors. The Board shall adopt rules and regulations governing the lots and the personal conduct of the lot owners and their guests. All lot owners shall be members of the Association. The objects and purposes of the Association shall include, but not be limited to promoting the common good, safety, health, recreation, environment, and welfare of the lot owners, including enforcing design, architectural, and environmental standards.
24. Every person who is an owner of any lot shall be a member of the Association. Membership is mandatory upon acquisition of ownership in a lot. First years dues shall be paid at the closing of each lot purchase. Membership shall be appurtenant to and shall not be separated from ownership of any lot. Members shall be entitled to one vote for each lot owned. If a lot is jointly owned by more than one person, only one vote for that lot may be cast.
25. The powers and duties of the Association shall include but not be limited to the following:
- (a) Adopt bylaws, rules, and regulations;
 - (b) Adopt and amend budgets for revenues, expenditures, and reserves and collect assessments from lot owners;
 - (c) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself;
 - (d) Make contracts and incur liabilities;
 - (e) Acquire, hold, encumber, and convey in its own name any right, title, or interest to any real or personal property;
 - (f) Impose charges for late payment of assessments, and, after notice and an opportunity to be heard, levy reasonable charges for expenses incurred relative to violation of these restrictions, and the rules and regulations of the Association;

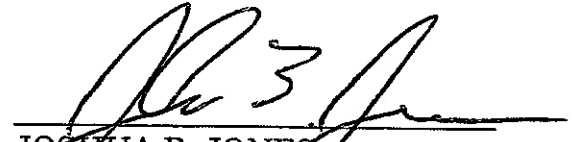
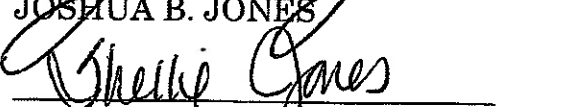
- (g) Impose reasonable charges for the preparation and collection of unpaid assessments;
 - (h) Provide for the indemnification of its officers and executive board;
 - (i) Exercise any other powers conferred by these restrictions or the bylaws of the Association;
 - (k) Exercise any other powers that may be exercised in this state by legal entities of the same type as the Association.
26. Joshua B. Jones and Shellie Jones ("Jones" and "Owner") entered into an Inspection and Maintenance Agreement of Private Stormwater Management Facilities (the "Agreement") with the City of Franklin under date of April 8, 2024 concerning stormwater maintenance of Magnolia Farms Subdivision. The role of developer was subsequently transferred from Jones to J. Jones Builders, LLC. The obligations of Jones under the agreement shall immediately become the obligation of the Association upon its formation, and the Association shall provide for adequate long term maintenance and continuation of permanent stormwater control measures to insure that the stormwater facilities regarding Magnolia Farms Subdivision remains in proper working order in accordance with the approved design standards and construction plans, rules and regulations, and applicable laws. The Association shall have all duties of the Owner under the Agreement. The Association shall require all lot owners to cut grass, landscape, seed, practice erosion protection, and remove trash regularly. Moreover, all lots are subject to a right of entry, at reasonable times, by the City of Franklin for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, and repairing stormwater facilities.
27. All expenses, costs and/or charges incurred by the Association for or in connection with its operation; all liabilities for loss or damage arising out of or in connection with same; all premiums for hazard, liability, or 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.
28. Each lot owner 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 of the terms and provisions of these restrictions and promise 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 cost of collections 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 cost of collection therefor as are hereinafter provided, shall also be the personal obligation of the person who was the 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.

29. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance and operation of the entrance, common areas, clubhouse, open spaces, lighting, security, mowing, fencing, 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 cost of labor, equipment, materials, management and supervision thereof. At the option of the Association, annual assessments may be used to provide supplemental landscaping maintenance, mulching, etc. The Association may require that the annual assessment be paid in equal monthly installments, with such installment to begin and first become due on the first day of the month after acquisition of a lot.
30. 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.
31. If any annual or monthly assessment or special assessment is not paid on the date when due, then such assessment shall be delinquent and shall accrue interest thereafter at the rate of 18% per annum after the due date. If such assessment is not paid within 30 days after the date due, then the Association may bring an action at law against the owner personally and/or foreclose the lien against the lot by court action and there shall be added to the amount of such assessment, the sum of all charges for all reasonable attorney's fees and costs incurred by the Association in

such action, including interest. Upon such failure to make timely payment, the Association shall have the right to file a Notice of Lien. The lien shall be subordinate to the lien of a recorded first mortgage encumbering any such lot.

~~This August~~ ^{Sept 2} _____, 2025.



JOSHUA B. JONES

SHELLIE JONES

COMMONWEALTH OF KENTUCKY

COUNTY OF SIMPSON

The foregoing Restrictive and Protective Covenants was on this 26 day of Sept, 2025, acknowledged, subscribed, and sworn before me by Joshua B. Jones and Shellie Jones.

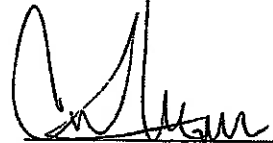
My commission expires

Sept 12, 2029

Notary Public
#32641

LOT OWNERS CONSENT TO AMENDMENT

1. CALEB S. HOUSE, dba Caleb House Construction: As owner of Lot 32 of Magnolia Farms Subdivision, I consent to this Amendment.

This August 26, 2025.

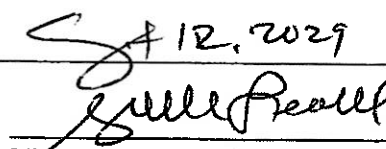

CALEB S. HOUSE

COMMONWEALTH OF KENTUCKY

COUNTY OF SIMPSON

The foregoing Lot Owners Consent to Amendment was on this 26 day of Aug., 2025, acknowledged, subscribed, and sworn before me by Caleb S. House.

My commission expires Sept 12, 2029


Notary Public #32641

2. INNOVATIVE CONSTRUCTION, LLC: With respect to Lots 75, 76, and 77 of Magnolia Farms Subdivision, Innovative Construction, LLC consents to this Amendment.

September 2
This ~~August~~ 26, 2025.

INNOVATIVE CONSTRUCTION, LLC

By: 

BRANDON THOMPSON,
Authorized Agent

COMMONWEALTH OF KENTUCKY

COUNTY OF SIMPSON

The foregoing Lot Owners Consent to Amendment was on this 26th day of Aug. Sept. 2025, acknowledged, subscribed, and sworn before me by Brandon Thompson, Authorized Agent of Innovative Construction, LLC.

My commission expires Sept 12, 2029

[Signature]
Notary Public

32641

3. RUSHING PROPERTIES, LLC: With respect to Lot Nos. 53, 54, 55, 57, 58, 67, 68, 70, 72, 73, 74, and 79 of Magnolia Farms Subdivision, Rushing Properties, LLC consents to this Amendment.

This August 12, 2025.

RUSHING PROPERTIES, LLC

By: [Signature]

BRENT RUSHING, Agent

COMMONWEALTH OF KENTUCKY

COUNTY OF SIMPSON

The foregoing Lot Owners Consent to Amendment was on this 12 day of Aug. 2025, acknowledged, subscribed, and sworn before me by Brent Rushing, Agent of Rushing Properties, LLC.

My commission expires Sept 12, 2029

[Signature]
Notary Public

32641

5. PHILLIPS CAPITAL INVESTMENT, LLC: With respect to Lot No. 59 of Magnolia Farms Subdivision, Phillips Capital Investment, LLC consents to this Amendment.

This August 14, 2025.

PHILLIPS CAPITAL INVESTMENT, LLC

By: 

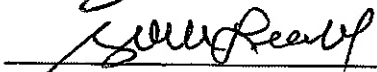
Its: Owner

COMMONWEALTH OF KENTUCKY

COUNTY OF SIMPSON

The foregoing Lot Owners Consent to Amendment was on this 14 day of Aug, 2025, acknowledged, subscribed, and sworn before me by Eric R. Phillips, Owner, of Phillips Capital Investment, LLC.

My commission expires Sept 12, 2029


Notary Public #32641

5. RUSHING BUILDERS, INC.: With respect to Lot Nos. 63, 64, and 65 of Magnolia Farms Subdivision, Rushing Builders, Inc. consents to this Amendment.

This August 12, 2025.

RUSHING BUILDERS, INC.

By: 
BRENT RUSHING, Agent

COMMONWEALTH OF KENTUCKY

COUNTY OF SIMPSON

The foregoing Lot Owners Consent to Amendment was on this 12 day of August, 2025, acknowledged, subscribed, and sworn before me by Brent Rushing, Agent of Rushing Builders, Inc.

My commission expires Sept 12, 2029
[Signature]
Notary Public
#32641

Prepared By:

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[Signature]
G. WILLIAM LEACH, JR.

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