

DECLARATION OF RESTRICTIVE COVENANTS
SOUTH HAVEN SUBDIVISION

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration"), made, published, executed and delivered by South Haven, LLC, a Kentucky limited liability company, whose principal office address is 745 Carter Sims Road, Bowling Green, KY 42104 (herein, the "Declarant" and/or the "Developer").

WHEREAS, the Declarant is the owner of certain real property consisting of approximately 127.1725 +/- acres, being the same property conveyed to Declarant by deed dated June 9, 2022, of record in Deed Book 1259, Page 610, in the office of the Warren County Court Clerk and by deed dated February 27, 2023, of record in Deed Book 1275, Page 884, in the office of the Clerk aforesaid (the "Development Property").

WHEREAS, Declarant desires to provide for the protection and preservation of the values, desirability and attractiveness of South Haven Subdivision (as defined herein); and

WHEREAS, Declarant further desires to establish for Declarant's benefit and the mutual benefit and advantage of all future Owners (as defined herein) and occupants of South Haven Subdivision or any portion thereof, certain rights, easements, privileges, obligations, restrictions, covenants, and regulations governing the use and occupancy of South Haven Subdivision.

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

ARTICLE I

Definitions

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

(a) "Architectural Review Committee" or "ARC" shall mean and refer to the Developer until the Developer no longer owns any Lot (excluding any Lot sold and reacquired by Developer) in South Haven Subdivision, or until such time as the Developer shall have relinquished its authority to act as the ARC in writing addressed to the Association (as defined herein), after which the Architectural Review Committee or ARC shall mean and refer to the Association, acting through its Board of Directors or such Committee consisting of three or more Members as may be

appointed by the Board of Directors of the Association.

(b) "Assessments" shall mean and refer to any assessment, special assessment, fee or any charge for money of any nature for which a Lot Owner is obligated to the Association.

(c) "Association" shall mean and refer to South Haven Homeowners' Association, Inc.

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

(e) "Building" shall mean and refer to the single-family residential building and any garage or accessory building which may be built on each Lot.

(f) "Common Area" shall mean and refer to any and all portions of the Subdivision as now or hereafter shown on a Plat which is not a portion of a platted building lot, or shown as "open space" on a Plat.

(g) "Declaration" shall mean and refer to this Declaration of Restrictive Covenants applicable to South Haven Subdivision and which is recorded in the office of the Warren County Court Clerk in Bowling Green, Kentucky as same may be supplemented, amended, or modified from time to time pursuant to the term set forth herein.

(h) "South Haven", "South Haven Subdivision" or "Subdivision" shall mean and refer to that certain residential community known as South Haven Subdivision, which is being developed on the Development Property in Warren County, Kentucky, and shown on one or more Plats, together with any other real property which the Developer or the Board approves, as provided in this Declaration, for inclusion in South Haven Subdivision and to be subject to this Declaration.

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

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

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

(l) "Plat" or "Plats" shall mean and refer to the plat of South Haven Subdivision, Phase 1, of record in Plat Book 46, Pages 208-210 in the office of the Warren County Court Clerk, together with any revised, supplemental, amended, or subsequent plats recorded in the office of the Clerk aforesaid in regard to South Haven Subdivision.

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

(n) "Property" or "Properties" shall mean and refer to any and all of that certain real estate, exclusive of public streets, shown on a Plat, together with any other real property which the

Developer or the Board approves, as provided in this Declaration, for inclusion in South Haven Subdivision and to be subject to this Declaration.

ARTICLE II

Properties Subject to this Declaration; Duration

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

SECTION TWO. **Duration.** Unless terminated, this Declaration and the covenants, restrictions, and other provisions hereof shall continue into perpetuity; provided, however, that if any term or provision hereof would otherwise be void or voidable for violation of any rule against perpetuities or any other common law or statutory rule limiting the duration of such term or provision, such term or provision shall be effective only until the date that is twenty-one (21) years after the death of the last surviving descendant, living as of the date hereof, of the President of the United States serving on this date or any former President of the United States alive as of the date hereof. All Covenants, restrictions, rights, benefits and privileges of every character imposed by this Declaration shall be deemed and taken to be Covenants running with the land, and shall bind any person having at any time any interest or estate in said land and shall insure to the benefit of such future Owner or occupant.

ARTICLE III

Architectural Review

SECTION ONE. **Approval of Plans and Specifications.** No house, Building, fence, gazebo, outbuilding, wall, swimming pool, or other structure of any type, including a detached garage, shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to or change in alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the ARC, as to harmony of external design and location in relation to surrounding structures and topography and as to compliance with this Declaration. The ARC shall, at its sole discretion, retain the right to disapprove building plans and specifications that it determines are not in harmony with the intended design of the South Haven Subdivision. Such disapproval may follow even though submitted plans meet all other requirements and guidelines, including square footage minimums, as outlined below. In the event the ARC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required and this Section will be deemed to have been fully complied with. The ARC may vary the established building lines, in its sole discretion, where such variance is not in conflict with applicable zoning regulations. No Building shall be constructed except in accordance with the plans and specifications approved by

ARC.

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

SECTION THREE. Building Materials. The exterior of all Buildings (residential structures) shall be constructed of at least eighty percent (80%) stone, brick, LP SmartSide siding, EFIS or other cementitious or modern masonry materials. Foundations shall be either brick or stone, or a combination of both, and shall extend to the ground level. Plain face block and split face block are prohibited on all structures.

SECTION FOUR. Floor Areas; Height; Garages. Each residence shall have at least a two-car attached garage. Each residence on any Lot shall have a minimum of one thousand four hundred (1,400) square feet of heated living space exclusive of garages and porches. The floor areas referred to in this section are those areas that are heated and cooled finished living space, and shall not include finished basement areas, even if said areas are heated and cooled. No residential structure shall be higher than 3 stories and no other Building or structure on any Lot shall be higher than two stories in height.

SECTION FIVE. Landscaping, Driveways, and Outside Areas. Driveways must be entirely surfaced with light brush finish concrete and must be finished within ninety (90) days of occupancy of the residence. After the construction of a residence, the Owner shall within sixty (60) days sod at least the front and side yards of the Lot to the rear building line of the residence and plant grass on the remainder of the Lot, and shall install foundation landscaping in keeping with the character of the surrounding Lots. Landscaping shall also include at a minimum, at least, one (1) hardwood tree with a minimum two (2) inch caliper. All mechanical equipment, utility facilities, and similar service areas shall be screened from public view. A plan in compliance with this section shall be submitted to and approved by the ARC at the same time as plans are submitted to and approved by the ARC under Section One of this Article III.

SECTION SIX. Mail and Paper Boxes. Cluster mailboxes shall initially be provided by the Developer and shall thereafter be maintained and replaced by the Association. Developer, at the closing of the sale of each Lot by the Developer, shall deliver the key(s) to the mailbox associated with the Lot(s) being sold. Thereafter, it shall be the responsibility of the Lot Owner to transfer and deliver the key(s) to the mailbox associated with any Lot(s) being sold. For the avoidance of doubt, in no event shall Developer or the Association be responsible for providing the key(s) or any replacement key(s) to the mailbox associated with a respective Lot following the initial sale of a Lot by the Developer to an Owner. Paper boxes and hardware and posts for such paper boxes must meet specifications approved by the ARC.

SECTION SEVEN. Drainage and Culverts. Drainage of each Lot shall conform to the general drainage plans for the development as platted and approved by the Warren County Planning Commission. Owners shall not be permitted to change the ditch line and elevation as approved by the Planning Commission. Any destruction to the seeding and sodding of the road shoulder, ditch, or yard shoulder shall be the responsibility of the Owner to repair. All portions of any driveway, culverts, or gradings shall be constructed in accordance with the respective Plat in such a manner as the streets will not be disqualified for acceptance into the road system of Warren

County. Headwalls adjacent to driveways may not be taller than the top grade of the driveway. Each Owner shall, upon acquisition of a Lot, and at all times thereafter, be responsible for compliance with all local, state, and federal laws, rules, and regulations, as they exist from time to time relating to storm water runoff, storm water quality, erosion control, silt control and prevention, and similar issues relating to storm water. Each Owner shall be responsible for submitting any required documentation, including any required Letter of Intent to the Kentucky Division of Water for the Lot.

SECTION EIGHT. Garages; Detached Buildings. All garages shall have a minimum of 400 square feet, shall accommodate no less than two (2) and no more than three (3) motor vehicles. Only one detached building shall be allowed on a Lot. The location, orientation, building material and style of garages and detached buildings must be approved by the ARC under the provisions of Article III, Section One.

SECTION NINE. Sidewalks. Each Lot Owner, other than the Developer is required to install sidewalks within eighteen (18) months from the date of the initial purchase of the Lot from the Developer, or prior to the issuance of a Certificate of Occupancy whichever is sooner. In the event a Lot Owner shall fail to install sidewalks as required by this Section, Developer or the Association shall have the right, but not the obligation, to install such sidewalks and such Lot Owner shall reimburse Developer or the Association, as applicable, for the costs of installing the sidewalks. Each Lot Owner shall be required to post any cash bond required by the Planning Commission of Warren County to secure its obligations to secure sidewalks.

SECTION TEN. Construction Procedures. Each Lot Owner is responsible for policing the Lot during construction and for maintaining the construction site in a neat and orderly manner. Construction materials may be stored only on the Lot on which construction is taking place. Construction workers are allowed only on the Lot on which construction is taking place. No other Lot may be used for parking vehicles or equipment. Damage to other Lots occurring as a result of construction must be regraded and seeded as necessary. No trash or debris shall be allowed to escape from the Lot under construction and all trash and debris shall be regularly removed from the Lot. Any mud, gravel, or debris from a construction site which enters a street shall be promptly removed and the street cleaned. The Developer, so long as Developer retains the authority to act as the ARC, and/or the Association, acting through its Board of Directors shall have the right on 24 hours notice to the Owner or the Owner's contractor to remedy any violation of this section and charge the Owner for expense relating to such remedy. No burning of construction materials should be permitted on the site except for minimal burning solely for the purpose of warmth, for workers and only in compliance with all governmental regulations. The final grading of the Lot shall substantially conform to the Developer's engineered original drainage plan by the City-County Planning Commission of Warren County, Kentucky. The Owner shall supply all necessary portable toilets, trash dumpsters or other facilities for trash disposal. All residences shall be substantially completed within twelve months from issuance of a building permit. For the purposes of the preceding sentence, "substantially completed" shall include completion of sidewalks, exterior steps, patios, landscaping, seeding, sodding, and driveway installation.

SECTION ELEVEN. Fences; Walls. No fence, retaining wall, wall, or similar structure shall extend any closer to the front of the Lot than the rear building line of the residential structure. All fences and walls must be approved by the ARC.

SECTION TWELVE. **Roofs.** The primary roof of all residential structures must be constructed with a minimum pitch of 6/12.

SECTION THIRTEEN. **Storage Tanks.** Outside storage tanks, including, but not limited to, propane tanks shall be located behind all front facades of the principal residence. The ARC must approve the location of any such tanks.

ARTICLE IV

Use Restrictions

SECTION ONE. **Combination and Subdivision.** No two or more lots may be combined and subdivided so as to obtain a larger number of lots than existed before combining.

SECTION TWO. **Land Use.** No Lot shall be used except for private single family residential purposes.

SECTION THREE. **Setbacks.** No structure shall be located on any Lot nearer to any Lot line than the maximum building setback lines, or which interferes with any easement as shown on the respective Plat.

SECTION FOUR. **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 FIVE. **Use of Other Structures and Vehicles.**

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

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

(c) No trailer, recreational vehicle, bus, boat, motorcycle, motor home, utility trailer, commercial truck, or commercial vehicle shall be parked or kept on any Lot at any time unless housed in a garage or basement. No inoperable automobile, trailer, recreational vehicle, bus, or boat shall be parked or kept for longer than twenty-four (24) hours on any Lot (except in the garage or basement). No trailer, boat, commercial truck, or any other motorized or non-motorized vehicle, except a personal vehicle such as an automobile or pickup truck, shall be parked on any street. All parking on streets shall be prohibited, except only for occasional social events.

SECTION SIX. **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 that they are not kept, bred, or maintained for any commercial or breeding purposes. No household pets, including dogs and cats, shall be allowed outside of a residence, unaccompanied by its owner unless confined to the rear of the Lot within a fence or other structure approved by

the ARC. No pet will be allowed off the Owner's Lot except on a leash.

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

SECTION EIGHT. **Business Home Occupations.** No business home occupations shall be allowed except in compliance with the Zoning Ordinance/Resolution of Warren County, Kentucky, and except as permitted by ARC.

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

SECTION TEN. **Garbage and Refuse.** No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Garbage and refuse which are stored outside shall be placed in suitable containers and Owners shall use reasonable efforts to conceal such garbage and refuse containers by means of a screening wall or material similar with that of the building or by sufficient landscaping to provide a permanent screen at all times of the year; provided, however, that rubbish, trash or garbage fully contained in enclosed garbage containers or in recycle containers, may be placed at street side or elsewhere for pickup for a period not exceeding twelve (12) hours. No materials, supplies or equipment shall be stored except inside a closed building or behind a visual screen so as not to be visible. No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse pile or other unsightly object shall be allowed to be placed or remain anywhere thereon. In the event any Owner shall fail or refuse after a fifteen (15) day notice delivered or mailed to his or her last known address to keep his or her lot free of such unsightly growths or objects, the Developer or the Association may enter upon the Lot and remove the same at the expense of the Owner and such entries shall not be deemed as trespass. Any cost or expense so advanced shall be immediately paid by the Lot Owner upon receipt of an invoice from the Developer or the Association and such amount shall become a lien on the Lot which shall be collectible and enforceable as an unpaid Assessment.

SECTION ELEVEN. **Lawful Use.** No nuisance shall be maintained on any Lot nor shall any Lot be used in any way in violation of local, federal or state laws, rules and regulations, including, but not limited to the Zoning Ordinance and the Subdivision Regulations of Warren County, Kentucky. No immoral, improper, offensive, or unlawful use shall be made of any Lot, nor any part thereof; all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

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

SECTION THIRTEEN. **Outside Appliances.** No window air conditioners may be used on the Property. No exterior satellite dish or antenna over two feet in diameter shall be permitted on the Property. Allowable satellite dishes shall not be visible from the street unless approved by the ARC. The prohibition on antennas include structures for the transmission or reception of television

and/or radio signals.

SECTION FOURTEEN. Regulations. The Association may from time to time adopt reasonable regulations concerning the Subdivision to supplement this Declaration so long as such regulation is not inconsistent with this Declaration and does not impose any burden which is more restrictive than any existing provision in this Declaration.

ARTICLE V

Exterior Maintenance

It shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Grass on vacant Lots shall not be allowed to grow more than 15 inches before mowing is required and grass on Lots with residences shall not be allowed to grow to more than 10 inches before mowing is required. Any cost or expense so advanced shall be immediately paid by the Lot Owner upon receipt of an invoice from the Developer or the Association and such amount shall become a lien on the Lot which shall be collectible and enforceable as an unpaid Assessment.

ARTICLE VI

Easements

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

ARTICLE VII

General Provisions

SECTION ONE. Enforcement; Lien. The Developer, the Association, or any Owner shall have the right to enforce by any proceeding, at law or in equity, all restrictions, conditions, and covenants, now or hereafter imposed by the provisions of this Declaration. Failure of the Developer, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter. Upon the failure of any Lot Owner to comply with any condition or requirement of this Declaration, Developer, or the Association after architectural control shall have transferred to the Association, may take such action as is necessary to comply therewith. Notwithstanding any other provision of this Declaration, any expense of any nature incurred by the Developer, the Association, or the ARC enforcing any provision of this Declaration against a Lot Owner shall be collectible and enforceable as an Assessment and shall constitute a lien on the Lot as provided herein. Whenever the Developer, the Association, or the ARC shall enter upon any Lot in the performance of its duties

hereunder, or to remedy or to inspect for or remedy any violation of this Declaration, such entry shall not constitute a trespass. The Owner shall reimburse the Developer and/or the Association for all expense incurred in connection with the enforcement of this Declaration. Such expense, together with all expenses relating to the enforcement of this Declaration, including court costs, attorney's fees, and other fees and expenses, shall constitute a lien on the Lot and the Developer and/or Association may, but shall not be required to, file a notice of such lien in the office of the Warren County Court Clerk. Any lien created by this Declaration shall be deemed to be subordinate to any mortgage granted by a Lot Owner to a lender.

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

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

SECTION FOUR. Additional Property. Developer shall have the right, without the need for approval of any Owner or of the Association, to add and make subject to the provisions of this Declaration, such portions of the Development Property as Developer shall determine from time to time. Notwithstanding the foregoing, for a period of ten (10) years after the date on which this Declaration is recorded in the office of the Warren County Court Clerk, Developer shall have the right, without the need for approval of any Owner or of the Association, to add additional real property to South Haven Subdivision and/or make additional real property subject to the provisions of this Declaration. Thereafter, the Association, acting by majority vote of the Board, shall have such authority.

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

SECTION SIX. Development Plan Conditions. In the event of any conflict between the terms of this Declaration and the terms in any Development Plan Conditions concerning the development of South Haven Subdivision approved by the City-County Planning Commission of Warren County, Kentucky and recorded in the office of the Warren County Court Clerk, the provisions of such Development Plan Conditions shall control.

SECTION SEVEN. Liability of Declarant and Association. Neither the Declarant nor the Association nor any of their respective members or directors (each, a "Released Party"), shall be personally liable to any person or entity for any building code violation, defect in construction or any obligation arising under this Declaration. Any Judgment against any Released Party rendered in any action relating to this Declaration shall be limited to the then ownership interest (if any) of such Released Party in the Property, and no deficiency or other personal judgment, order or decree shall be rendered against such Released Party in any such action or proceeding. Further each Released Party is hereby released from any liability which such Released Party would, but for this paragraph, have had to any other entity, resulting from the occurrence of any accident, incident or casualty, which is or would be covered by a policy of property insurance on a special causes of loss form (irrespective of whether such coverage is being carried), and/or covered by any other property insurance in effect for and/or available with respect to such occurrence.

ARTICLE VIII

The Association

SECTION ONE. Membership. The Owner of any Lot, including the Declarants and the Developer, upon acquiring record title, shall automatically then become a Member of the Association and shall remain a Member until he is no longer the record title Owner of said Lot for any reason, at which time his or her Membership in the Association shall automatically cease. Membership is mandatory upon acquisition of ownership of a Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

SECTION TWO. Voting.

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

i. Class A: Class A Members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. If more than one person is the Owner of a Lot, the vote for such Lot shall be exercised as the Owners determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. The vote for each Lot must be cast as a unit; and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves, then they shall lose their vote.

ii. Class B: The Class B Member shall be the Developer which shall be entitled to three (3) votes for each Lot owned by the Developer, and Developer shall be deemed to be the Owner of three (3) Lots for every whole acre for which a subdivision into lots has not yet occurred. Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

A. When the total votes outstanding in the Class A Membership equal or exceed the total votes outstanding in the Class B Membership.

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

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

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

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

(c) Rights of Enforcement. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration and to enforce, by mandatory injunction or otherwise, all of the provisions hereof. The Association shall be not obligated to enforce every violation or perceived violation of this Declaration and any failure to enforce any such violation shall not in any way be construed as a waiver of the Association's right to enforce the same or similar violations in the future.

ARTICLE IX

Covenant for Maintenance Assessments

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

SECTION TWO. Annual Assessments. From and after the date of the sale of the first Lot to anyone other than the Developer, the Association may set an annual assessment, same being billed on January 1st of each year, which shall be paid by all Owners, in advance, prorated so that the due date of the annual assessment for each subsequent year shall be on or before January 31st. A prorated annual assessment shall be collected by the Developer at the closing on the sale of each Lot by the Developer. The annual assessment shall be paid by all Owners, said annual assessment taking into consideration current costs and those future needs which the Association decides to meet. Developer shall not pay an annual assessment on the Lots it owns.

SECTION THREE. Special Assessments. In addition to the annual assessments authorized herein, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any Association expense deemed reasonably necessary by the Association; provided, however, that any such special assessment shall have the assent of seventy-two percent (72%) of the votes available to Members present and voting in person or by proxy at an annual or special meeting of the Membership of the Association at which a quorum is present; provided,

however, that no Lot owned by Developer (except a Lot conveyed and reacquired by Developer) shall be subject to a special assessment. Such special assessments shall be due and payable on the date or dates which are fixed by the resolution authorizing such special assessment.

SECTION FOUR. **Delinquency.** All annual assessments will be due by January 31st of each year. Any annual assessment, special assessment or other charge owed by a Lot Owner, if not paid in full by the due date, shall bear interest at the rate of 10% per annum from the due date until paid.

[Signature Pages to Follow]

ARTICLE X

Execution by Declarant

Declarant has executed this Declaration because of its ownership interest in the real property constituting South Haven, for the purpose of subjecting such real property, and their interest therein, to the terms of this Declaration.

This 25 day of July, 2024.

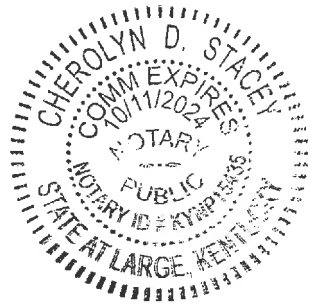
DECLARANT:

SOUTH HAVEN, LLC

By: [Signature]
Name: Barrett Hammer
Title: Member

COMMONWEALTH OF KENTUCKY
COUNTY OF WARREN

Acknowledged before me this 25 day of July, 2024, by Barrett Hammer, Member of South Haven, LLC, a Kentucky limited liability company, named above to be his or her free act and deed, on behalf of the company.



Cheryl D. Stacy
Notary Public, State-at-Large
My Commission Expires: 10-11-2024
Notary ID: KYNP15435

PREPARED BY:

BELL, ORR, AYERS & MOORE, P.S.C.
P.O. Box 738
1010 College Street
Bowling Green, KY 42102

By: [Signature]
Kevin C. Brooks

DOCUMENT NO: 2061860
RECORDED: July 25, 2024 03:58:00 PM
TOTAL FEES: \$74.00
COUNTY CLERK: LYNETTE YATES
DEPUTY CLERK: KRISTIE GLASS
COUNTY: WARREN COUNTY
BOOK: D1305 PAGES: 654 - 666