

Doc. 20  
CKG 6/2/94

DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
COVINGTON GROVE

THIS DECLARATION, made this June 1, 1994, by Blair/Ritter, Inc., Developer of Covington Grove, declares that all real property hereinafter described which is owned by it, hereinafter sometimes referred to as "Covington Grove", and also referred to as the "Property" and more particularly described in Exhibit "A" attached hereto is and shall be held, transferred, sold, conveyed and occupied subject to the protective covenants, restrictions, easements, charges, liens (hereinafter referred to as "covenants and restrictions" or the "Declaration") hereinafter set forth for the purposes of enhancing and protecting the value, desirability and usefulness of the Property perpetually into the future and to improve the environmental and aesthetic quality to be shared by all lot owners.

ARTICLE I

RECITALS AND PURPOSE

A. Developer is the owner of certain real estate in Warren County, Kentucky (the "Property") known as Covington Grove, and more particularly described in Exhibit "A" hereto.

B. In order to establish a general plan for the improvement and development of the Property, Developer desires to subject the Property to certain conditions, covenants and restrictions, upon and subject to which the Property shall be held, transferred, sold, leased, conveyed and occupied.

C. In order to protect the value of the Property, Developer will restrict development of any adjacent property now owned by Developer so that any increased density housing shall be compatible with the design and architecture of the Property and shall not exceed a density of eight dwellings per acre.

D. In consideration of the mutual benefits inuring to the present and future Owners and/or Occupants of the Property, Developer hereby declares that the Property shall hereafter be held, transferred, sold, leased, conveyed and occupied subject to the agreements, conditions, covenants and restrictions herein set forth, each and all of which are for, and shall inure to the benefit of and pass with each and every part of the Property and shall apply to and bind the heirs, assignees and successors in interest of all Persons now or hereafter acquiring any right, title or interest in the Property or any part thereof.

ARTICLE II

DEFINITIONS

The following words when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

A. "Association" shall mean or refer to Covington Grove Homeowner's Association, Inc., a Kentucky nonstock, nonprofit corporation formed by the Developer. This is the Declaration of Covenants and Restrictions to which the Articles of Incorporation and By-Laws of the Association make reference.

B. "Developer" shall mean or refer to Blair/Ritter, Inc., its successors, heirs and assigns.

C. "Covington Grove" shall mean or refer to all such existing properties and additions thereto as are subject to this Declaration or any Supplemental Declaration under the provisions of Article I and shall include the real property described in said Article I.

D. "Lot" shall mean or refer to any plot of land intended and subdivided for residential use shown on any subdivision map of the Property together with any and all improvements thereon, platted in the Public Records of the Clerk of the Warren County Court Clerk's Office. The definition of a Lot shall include "Dwelling Unit" as defined below.

E. "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 part of the Property, but shall not mean or refer to any mortgagee, unless and until such mortgagee or subsequent holder of a mortgage, has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. The Developer shall not be considered the "Owner" of any Lot still titled in his name until, and if, the Developer should ever choose to commence the construction of any building or other improvement thereon other than landscaping, lighting, utilities, plantings, signs and/or sprinkler facilities.

F. "Common Area" shall mean or refer to those areas of real property designated as such on the recorded subdivision plats of the Property or on any additions to the Property specifically including, but not limited to sidewalks, medians and gatehouse. Said areas are intended to be devoted to the common use and

enjoyment of the members of the Association and are not dedicated for use by the general public.

G. "Dwelling Unit" shall mean a single family residence.

H. "Improvement" shall mean, without limitation, any building, structure, fence, wall, swimming pool, tennis court, screen enclosure, mailbox, lighting sign, pavement, excavation or landscaping, whether being originally constructed, improved or modified.

I. "Architectural Review Committee" (the "ARC") shall refer to a committee consisting of five members appointed by Developer on the Association, as specified under Article VIII, Section 6, of this Declaration.

ARTICLE III

PROPERTY SUBJECT TO THIS DECLARATION

Section 1: Legal Description. The real property ("Property") which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Warren County, Kentucky, and comprises all the parcels'platted or unplatted within or upon the property legally described as Covington Grove as recorded in Plat Book 26, Pages 93-94, in the Office of the Clerk of the Warren County Court, a copy of which plat is attached hereto as Exhibit "A" and such additional portions of that parcel described in Exhibit "B" as may be designated by Developer.

## ARTICLE IV

HOMEOWNER'S ASSOCIATION

Section 1: Authority and Responsibility. The Association has been formed by the Developer for the purpose of serving the common good and general welfare of the Owners and the Developer. Therefore, the Developer hereby declares that the Association shall have the authority, responsibility and obligation to properly maintain and keep the Common Areas, signage, entrance structures, walls, designated landscape easements, to maintain all medians and unpaved portions of all rights of way within the Property, and to otherwise administer and enforce the provisions of this Declaration and its Articles of Incorporation for the mutual benefit and cost of all Owners in a uniform and efficient manner. The Association shall have the authority to adopt and promulgate whatever reasonable rules and regulations may be necessary in order to properly perform the objectives of this Declaration. The Association shall not be dissolved unless and until a successor organization has been established to assume all of its rights and obligations.

Section 2: Action Through Board of Directors. Unless otherwise specifically provided in this Declaration, the Association shall act by and through its board of directors, which shall have all of the authority and responsibility granted or delegated herein to the Association, subject only to amendment or vacation within thirty (30) days thereafter by a majority vote of

all members of the Association at any duly called special or regular meeting of the membership.

Section 3: Board of Directors of the Association. The board of directors of the Association shall be elected in accordance with its Articles of Incorporation and By-Laws and the board shall have such rights and obligations as set out therein and in this Declaration.

Section 4: Membership. Every person who is a record owner, as defined in Article II, of any lot which is subject to this Declaration and to assessment by the Association shall be a member of the Association. In addition thereto, Thomas A. Blair and Larkin Ritter of Blair/Ritter, Inc., Developer, shall be granted membership in the Association without the requirement of lot ownership and further, shall not be subject to annual, special or capital improvement assessments as provided for herein, or otherwise. These memberships held by Thomas A. Blair and Larkin Ritter shall be non-assignable (except as to the heirs of Blair and Ritter), the intention being to create these special memberships for granting the benefits of membership without the burden of any payment of the assessments. All members of the Association shall abide by the provisions of this Declaration; shall abide by the Association's Articles of Incorporation, By-Laws, Rules and Regulations; shall properly pay all assessments provided for in this Declaration; and shall comply with the final decisions of the Association, its board of directors and the Architectural Review Committee.

Section 5: Voting Rights. The Association shall have two (2) classes of voting membership.

Class A. "Class A" Members shall be all Owners excepting the Developer. "Class A" Members shall be entitled to one (1) vote for each Lot in which they hold an interest required for membership by Section 4 of this Article IV. When more than one (1) person holds such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. "Class B" Members shall be the Developer, its successors, heirs and assigns. The "Class B" Membership shall be entitled to two (2) votes for each Lot which it holds the interest required for membership by Article IV provided that upon the happening of either of the following events, whichever first occurs, the Class B Membership shall cease and be converted to "Class A" Membership:

- (a) When the total votes outstanding in the "Class A" Membership equal 25;
- (b) The date of December 31, 1998; or,
- (c) Written termination by the Developer.

When a purchaser of an individual Lot takes title thereto from the Developer, he becomes a "Class A" Member and the Membership of the Developer, with respect to such Lot, shall cease.

## ARTICLE V

PROPERTY RIGHTS

Section 1: Members' Easement of Enjoyment. Subject to the provisions of Section 3 of this Article V, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to, and shall pass with, the title to every Lot; provided, however, that any such Common Areas designated on any recorded plat may be restricted to use only by Owners in the designated section.

Section 2: Title to Common Areas. The Developer hereby covenants for itself, its successors, heirs and assigns, that it will convey by Quit Claim Deed fee title to the Association, any common areas so designated on any recorded plat of the Property or additions thereto, within one year of the date such plat is filed. Such conveyance shall be free and clear of all encumbrances and liens except those created by, or pursuant to, this Declaration, taxes for the year during which such conveyance is made and any easements required for the development of the Properties.

Section 3: Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The rights of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said Common Areas and the rights of such mortgagee and such properties shall be subordinate to the rights of the Owners hereunder.



(b) The right of the Association to take such steps as reasonably necessary to protect the above-described properties against foreclosure.

(c) Provisions of this Declaration, any plat of all or any part of the Property and the Articles and By-Laws of the Association.

(d) Rules and Regulations governing use and enjoyment of the Common Areas adopted by the Association.

(e) Restrictions contained on any and all plats of all or any part of the Common Areas or filed separately with respect to all or any part of the Property.

(f) The right of the Developer and of the Association to grant and reserve easements and rights of way through, under, over and across the Common Areas for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, fuel oil, cable TV and other utilities.

Section 4: Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas and improvements to the members of his family or to his tenants or contract purchasers who reside on his lot. Membership in the Association may not be conveyed separately from ownership in the lot.

Section 5: Upon a vote of two-thirds (2/3) of the members of the Association, the Association may convert Covington Grove into a planned unit residential development (PURD) and all Homeowners shall sign any and all documents necessary to effect said conversion.

ARTICLE VI

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INCREASED DENSITY DEVELOPMENT

Section 1: Description. Developer may, at its sole discretion, develop Sections V and VI as described in Exhibit "B" consisting of approximately 21.94 acres into or for use as a cluster home and/or condominium community.

Section 2: Density. Section V shall permit a density of no more than four (4) units per acre. Section VI shall consist of no more than eight (8) condominium units per acre.

Section 3: Minimum Square Foot Requirements. Cluster homes constructed in Section V shall have a total minimum square footage of 2,000 square feet. Condominiums constructed in Section VI shall have a total minimum square footage of 1,200 square feet per unit.

Section 4: Design Standards. All units in Sections V and VI shall be architecturally compatible with the remainder of the development and subject to the same review by the ARC.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1: Membership. Each Owner agrees to become a Member of the Association concurrent with the purchase of a lot in Covington Grove and to maintain his membership in good standing and be guided by the Rules and Regulations of the Association so long as he owns a Lot in the Development.

Section 2: Purpose of Assessment. The annual and special assessments by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of

the residents of the Properties and in particular for the improvement and maintenance of the Common Area and any easement in favor of the Association including but not limited to the cost of utilities, taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of and undertaken by the Association.

Section 3: Annual Assessment. Except as hereinafter provided, the annual assessment, excluding any special assessment for capital improvements or repair, shall not exceed Five Hundred Dollars (\$500.00) per year. Any annual assessment shall be prorated for lots purchased during any year. The Board of Directors of the Association shall fix the assessments which shall be in amounts determined in accordance with the projected financial needs of the Association. From and after January 1, 1995, this annual payment may be increased each year by the percentage of increase in the consumer price index for the previous year, or up to ten percent (10%) of the maximum authorized payment for the previous year without regard for the consumer price index and without a vote of the Homeowner's Association. The fee may be increased beyond the higher of either of these levels with approval of two-thirds (2/3) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which must be sent to all Members of the Association not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the

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meeting. Developer and all property owned by Developer shall be exempt from any assessments set forth herein. In addition, any lot owned in whole or in part by Developer, Thomas A. Blair or Larkin Ritter, or other heirs, shall be exempt from any assessments set forth herein.

Section 4: Special Assessment. The board of directors of the Association may amend its annual budget and the adoption of any such amendment shall constitute a special assessment by the Association against each lot and its Owner to the extent of any increase or decrease in the difference in anticipated income and Common Area expenses of the Association as set out therein. The board of directors of the Association may also, from time to time within its discretion, make special assessments applicable to one or more years for the purpose of paying or defraying, in whole or in part, the cost of any repair or replacement of any improvement upon the Common Area. No such special assessment for capital purposes shall be effective until approved by a majority of all of the members of the Association at a special or annual meeting.

Section 5: Common Areas and all other areas referred to in Article IV, Section 1, covered by annual maintenance assessments shall include all areas which will be owned and/or maintained by the Association for the private use and benefit of the Owners.

Section 6: Lien and Personal Obligations of Assessments. Each Owner, (except Developer Thomas A. Blair and Larkin Ritter), shall hereby covenant and agree to pay the Association any annual assessment or charges and any special assessments for capital

improvements or repair as established and to be collected from time to time by the Association. All such assessments together with interest thereon from the due date at the highest rate allowed by the laws of the Commonwealth of Kentucky but not more than fifteen percent (15%) per annum and the cost of collection thereof, including reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the Lot or Lots against which each such assessment is made and shall also be the personal obligation of the Owner. Nonpayment shall also result in denial of the use by such delinquent Owner of the Common Areas or facilities. No owner, however, may waive or otherwise escape liability for the assessments provided for herein by non use of the Common Area or by abandonment.

Section 7: Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for Lots in each section of Covington Grove regardless of size, location or selling price, except Lots 1, 8 and 9, which shall not be subject to any assessment.

Section 8: Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this Declaration, the Association, through its duly authorized employees or agents, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior improvements thereon at reasonable hours for the purpose of maintenance of any of the common facilities or landscaping.

ARCHITECTURAL AND IMPROVEMENT RESTRICTIONSSection 1: Approval of Development.

A. Before commencing the construction, reconstruction, remodeling, alternation of or addition to any Improvement, structure, fence, wall, driveway, path or other improvement of any nature on a Lot, the Owner shall first submit its Plans, together with a submission fee in the amount of Two Hundred Fifty Dollars (\$250.00) to the ARC for its written approval in accordance with the terms of this Declaration. At the discretion of the ARC, the \$250.00 fee may be waived for minor improvements. The Plans shall include and be defined as the following:

(i) A surveyed plan by a licensed surveyor, at a scale of one (1) inch equals twenty (20) feet, indicating all proposed changes to the existing site, including grading and "limits of construction" lines, must be provided. The site plan must show the exact location of the Improvement and all improvements on the Lot, including driveways and parking areas, with dimensions from the property line to the proposed Improvement. The alignment of the driveway and location of utility lines and equipment must be shown and dimensioned. Any outbuilding (garages, sheds, etc.) must be included on the Plans. All trees to be removed must be clearly delineated.

(ii) A landscape plan at one (1) inch equals twenty (20) feet scale is required showing the location, quantities and types of species being planted on the Lot consistent with the

Guidelines referred to hereinbelow. A planting schedule shall be included listing the number of each species, their size and condition (balled/burlapped, container, etc.). Also, a set of landscape planting details must be included with the landscape plan.

(iii) A set of Improvement architectural plans consistent with the Guidelines at one-fourth (1/4) inch equals one (1) foot scale showing entrances, window locations and elevations of all sides must be submitted.

(iv) An exterior construction materials sample board showing actual samples of major materials, finishes and colors must be provided.

B. The Developer will initially furnish Site and Architectural Guidelines (the "Guidelines") for development and construction which will contain statements of policy, philosophy, guides to and certain requirements for construction and development by Owners and their contractors. The ARC may amend the Guidelines from time to time; however, the initial Guidelines established by the Developer shall be binding upon the ARC until the ARC formally amends the Developer's Guidelines and makes available amended versions for the Owner's use. All Owners and their contractors are responsible for contacting the ARC to obtain and verify the current Guidelines in use. The Guidelines are not intended to be and are not to be interpreted as amendments to the Declaration but as a supplement thereto. In the event of a conflict between the

Guidelines and the Declaration, the Declaration shall control. All contractors must be approved by the Developer.

C. Until termination of the Class B Membership, the ARC and/or the Developer may be contacted by written notice to Covington Grove and Blair/Ritter, Inc., 2385 Barren River Road, Bowling Green, Kentucky 42101. By Supplemental Declaration filed in the County Clerk's Office of Warren County, Kentucky, the Developer may change the foregoing address.

Section 2: Submission of Plans. The following procedure with regard to submission of Plans shall be followed:

A. The Owner or authorized representative (architect or contractor) must submit two (2) sets of the required Plans to the ARC fifteen (15) days prior to scheduled ARC meetings.

B. The ARC shall meet every thirty (30) days to review submitted Plans. The ARC may decide, in its sole discretion, if any additional meetings are necessary. The ARC may determine, in its sole discretion, the location of its meetings, and shall not be required to give notice of such meetings to anyone. The ARC may conduct its meetings without all members being present and may decide from time to time how many members shall constitute a quorum.

C. The ARC will inform the responsible party of approval or rejection by a written letter dated no more than forty-five (45) days after the submission of Plans. If approved, a set of submitted documents shall be stamped "approved" and mailed to the Owner or the authorized representative. If a submission is



rejected, the ARC will notify the responsible party by letter. The ARC shall indicate where the applicant's Plans fail to comply with either the Declaration or the current Guidelines in use by the ARC.

D. The Owner may submit at any time a revised submission package of Plans that takes into account the ARC concerns. The ARC may review submissions prior to the next scheduled meeting and make approvals or rejections. The ARC will inform the applicant by written letter of all approvals or rejections within ten (10) days of the resubmission. The Owner shall not be required to pay the submittal fee of Two Hundred Fifty Dollars (\$250.00) with the revised submission package of Plans. In the event the Owner submits a new package of Plans, the submission fee of Two Hundred Fifty Dollars (\$250.00) will be required.

E. All Lot improvements which have been approved by the ARC, including residences, driveways and sidewalks shall be completed within twelve (12) months and landscaping, must be completed within twelve (12) months from commencement of construction.

Section 3: Inspection. Actual construction (including site preparation) by the Owner or his contractor may not commence until the ARC approves the Plans. During construction, the Owner or his contractor shall notify the ARC upon fifty percent (50%) completion of the Dwelling Unit, and thereafter, the ARC shall have five (5) business days to inspect and determine that the subject improvements are being completed in accordance with the approved Plans. Upon the completion of the improvements, and prior to

occupancy, the Owner or his contractor shall notify the ARC, who shall have ten (10) days thereafter in which to have the improvements inspected by the ARC to insure that the construction was completed in accordance with the Plans approved by the ARC prior to construction. In the event that the ARC shall fail to approve or disapprove in writing the partially completed improvements within five (5) business days or completed improvements within ten (10) days after receipt of notice from the Owner or his contractor, such approval shall not be required. In the event a Owner has made changes from the Plans approved by the ARC and such changes were not previously approved by the ARC, continued construction shall be halted until the necessary corrections have been made (in the event the improvements are only partially complete) or occupancy of the subject improvements shall be delayed until the necessary corrections have been made (in the event the improvements are completed).

Section 4: Maintenance and Minor Violations. In the event any Owner shall fail to complete improvements according to the approved plans or to maintain the improvements situated upon his or her Lot in a manner reasonably consistent with the degree of maintenance of lots in a first-class residential development and reasonably consistent with the aesthetic quality of Covington Grove and the Guidelines, after ten (10) days written notice to the Owner the Association may, upon the vote of two-thirds (2/3) of the Association's Directors, enter upon said Lot and complete, repair, maintain or restore the exterior of the improvements erected

thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject and the owner shall be personally liable for the cost of such maintenance so incurred. In addition to the approval of Plans and other matters herein set forth, the ARC shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of any Owner and are not materially harmful to the Properties. If such waiver is granted in writing, then thereafter such matters so waived shall no longer be deemed a violation of these restrictions.

Section 5: Meaning of ARC Approval. The approval of the ARC of the plans and completed improvements as required above is not intended to be an approval of the structural stability, integrity or design of a completed improvement or of the safety of any component therein, but is required solely for the purpose of insuring compliance with the covenants contained in this Declaration, and further, to insure the harmonious and orderly architectural development and improvement of the Properties. Notice is hereby given to any future occupant of any such completed improvement and all invitees, business guests and other persons who may from time to time enter or go on or about such completed improvements that no permission or approval granted by the ARC with respect to construction pursuant to this Declaration shall constitute or be construed as an approval by them of the structural stability, design of any building, structure or other improvement and no liability shall accrue to the Developer, the ARC, the

Association or any Owner (other than the Owner of the subject improvements) in the event that any such construction shall subsequently prove to be defective.

Section 6: ARC. The ARC shall consist of five (5) members appointed by Developer, who is empowered to appoint their successors should a vacancy occur, or may remove members and replace them at the Developer's sole discretion until termination of the Class B Membership. Developer shall maintain the names of the ARC members at its offices. By supplemental Declaration the Developer may delegate to the Association the authority and duty to appoint the ARC, and upon termination of the Class B Membership, the authority to appoint ARC shall automatically be vested in the Association. Plans for any Building or improvements of any kind whatsoever on any Lot must conform to all requirements of this Declaration and to the current Guidelines. The ARC shall be the sole judge or arbitrator of such conformance or non-conformance. Further, the ARC may disapprove Plans when the ARC, in its sole discretion and judgment, determines that the proposed improvements or any feature of the Plans are not architecturally or aesthetically compatible with the Covington Grove development. The ARC may establish its own internal procedures for review and approval of Plans and may change such procedures from time to time in its sole discretion. Until termination of the Class B Membership, the Developer may, in its sole discretion, overrule any decision of the ARC.

Section 7: Governmental Restrictions. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

Section 8: Exclusive Contractors. In order to minimize confusion and complications which may result from the construction of a number of residential units upon the Properties at the same time, and in order to insure the maintenance of high quality of construction, the Developer reserves the right to approve contractors authorized and permitted to construct Buildings or other improvements upon Lots within the Properties. Such approval shall not be arbitrarily or unreasonably withheld. Prior to construction of any residence, contractors must be approved by Developer.

Section 9: Actions Required During Construction. All contractors and subcontractors must review and satisfy all guidelines for conservation during construction of Improvements as established by the ARC and sign an agreement indicating his understanding of the construction guidelines and requirements for contractors in the Development. All proposed construction must be accurately staked out on the site, including all building corners, outbuildings, decks, terraces and driveways. A set of ARC approved Plans must be on site at all times. The Owner is responsible for obtaining all required local building permits. All alterations to

the approved Plans must be submitted to the ARC for approval before construction of those alterations can begin. The construction site must be kept clean and orderly. Only the construction sign, in the sign format approved by the ARC, will be permitted on a Lot during construction. Contractors must obtain sign approval from the ARC.

Section 10: Construction Requirements for Contractors.

A. No sites are to be cleared of trees or scrub by burning methods.

B. No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes, shall be stored on any Lot except for the purpose of construction on such Lot, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress. No burning of construction materials or fires shall be permitted on any Lot or Common Area. No trailers, mobile homes nor temporary structures shall be permitted on any Lot during construction or otherwise unless prior written approval of the ARC is obtained. Provided, however, one portable restroom facility shall be permitted for any Lot on which a residence is being constructed but only for the period of construction. The Developer may erect one construction office until termination of the Class B Membership.

Section 11: Architectural Elements. The ARC shall be the sole judge of the architectural desirability or compatibility of any Improvements. No particular architectural style, era or design shall be required; however, ARC shall give preference to designs of

a traditional or classic style. Approval of a particular architectural style, era or design by the ARC as to any proposed Building or other improvement for a Lot shall not result in the ARC being required to approve the same or similar architectural style, era or design for future proposed Buildings or improvements. Styles of contemporary design will be prohibited. By way of example only and without limitation of the foregoing, the ARC will not permit the following: flat roofs, art deco, solar bronze panels or highly reflective surfaces. The ARC shall determine, in its sole discretion, whether or not the architectural design or style of a Building or other proposed improvement to be erected upon a Lot is compatible with the topography and location of the Lot itself, with the best interests of the Covington Grove development, and with other existing Buildings or improvements within Covington Grove.

ARTICLE IX

IMPROVEMENTS, SETBACK AND USE RESTRICTIONS

Section 1: Setback Requirements for Lots. All minimum front yard setbacks are measured from the edge of the fronting right of way to the front facade of each Building and are shown on the Plat. The ARC shall review and determine, on an individual basis, the actual setback requirements for all Lots depending upon the Plans submitted for construction on each Lot. A minimum setback of fifty (50) feet is required on all side yards. On corner Lots the required minimum side yard setback is not less than fifty (50) feet. All rear yards are required to have a twenty-five (25) foot

minimum setback. The ARC shall have the right to locate all improvements on a Lot in such manner as it may deem appropriate in order to preserve major trees and major tree groupings, insure vistas of open areas, avoid monotony and protect the overall interests of Covington Grove.

Section 2: Environmental Control/Erosion Control. Each Owner shall be responsible for soil testing for his individual Lot to determine the suitability of the soil for construction, and each Owner shall be responsible for determining the necessary construction requirements for dealing with any unstable soil existing on the Owner's Lot. No development can occur in areas that require soil fill in drainage easements. No Owner shall excavate or extract earth from any of the Lots for any purpose, including a business or commercial purpose. No elevation changes to a Lot shall be permitted which will materially affect the surface grade of a Lot unless the consent of the ARC is obtained.

Section 3: Modifications to Lots. Contiguous Lots may be combined if the Lots have the same Owner for the purpose of placing an approved Building thereon. Individual Lots or a combination of contiguous Lots may not be resubdivided so as to increase the number of Lots that existed prior to such resubdivision.

Section 4: Screening. Fences, walls or landscapes are required to screen all utilities, trash cans and service areas. All boundary walls must be constructed of brick, stone, stucco or other material approved by the ARC. Maximum fence height shall not exceed six (6) feet. No fences or walls will be permitted in front



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of any residence. Driveway entrance columns may be no less than ten (10) feet from the rear of the sidewalk.

Section 5: Driveways and Parking. No on-street parking shall be allowed on the streets of Covington Grove. All driveways must be paved at a width no less than ten (10) feet and must be of materials and specifications approved by the ARC.

Section 7: Sheds and Outbuildings, Service and Storage Areas. No outbuildings or storage areas are allowed in front or side yards, or in the backyard setback. No exposed metal sided or concrete block structures shall be permitted to be erected upon a Lot for any purpose.

Section 8: Minimum Square Footage Requirements. All residences shall be subject to the following minimum square footage (above ground, finished floor space exclusive of garages, porches, attics or bonus rooms):

	<u>Total Minimum</u>	<u>Minimum 1st Floor</u>
A. Phase I		
Lots 1-7	2,300 sq. ft.	1,500 sq. ft.
B. Lots 10-30	3,500 sq. ft.	2,300 sq. ft.

Section 9: Garages. Each residence will provide a minimum offstreet enclosed parking garage for two (2) cars. No garages shall face or front on the street.

Section 10: Swimming Pools.

A. Swimming pools, bath houses and associated equipment are not allowed in the rear yard or side yard setbacks unless approved by the ARC.

B. No above ground pools will be permitted. No pool may have a diving board higher than three feet above ground level. The ARC shall determine the permissible height of the diving board.

C. Pool and equipment enclosures must relate to the Building and other structures in terms of architectural style, placement, mass and detail.

D. Night lighting for pools must not be directed toward any adjacent properties.

E. Owners shall be responsible for complying with all building codes in constructing swimming pools.

Section 11: Garden Structures. All garden structures must be sited and built where they do not require extensive grading or tree removal. Where the overhang of a deck prevents the establishment of plant material below, soil stabilization measures must be employed to prevent erosion.

Section 12. Lighting. No exterior lighting may be directed off a Lot. Flood lighting is not permitted where exposed to adjacent properties or streets. Illumination necessary for evening activities must be directed downward.

Section 13: Signage and Decorations. No signs may be erected on any lot without approval of the ARC except "for sale" signs not in excess of six (6) square feet surface area. Address markers and mail boxes are restricted to those designated by the ARC. Security and other notices, such as "beware of dog", must not be made of highly reflective materials or with bright colors.

Section 14: Utilities. No overhead utility lines may be installed or built on a Lot. No Building or outbuilding may be cooled or heated by window air conditioning units. Heat pumps, compressors, and other utilities must be screened with plant material, fences or walls. Clotheslines are not permitted. Incinerators for garbage, trash or other refuse shall not be erected on any Lot.

Section 15: Satellite Dishes and Solar Panels. No satellite dish may be installed on any Lot unless it is entirely screened from view from the street and adjoining lots. No solar panels or collectors may be installed on the roof of a Building or any structure on a Lot if such panels or collectors are visible from adjoining Lots or streets.

Section 16: Pets and Pet Facilities.

A. Pet facilities are restricted to the rear yard, consistent with the setback requirements. Chain link fences will only be approved to enclose pen areas for household pets. The entire fence must be sufficiently screened by informal evergreen plantings to block views from adjacent properties or streets. The chain link must be painted black or black vinyl. All pet facilities must be maintained and kept clean and free of offensive odors.

B. No animal, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except household pets which shall be kept in reasonable numbers as pets for the sole pleasure of the occupants, but not for any commercial purpose or

use. Owners shall use reasonable efforts to insure that their pets at all times remain inside of the boundaries of the Owner's Lot unless accompanied by their owners and on a leash. The Association, or any individual resident, may take appropriate measures to insure compliance with this provision, including having the animal picked up by the appropriate authorities.

Section 17: Tennis Courts. Tennis courts are restricted to the rear or side yard consistent with the setback requirements. Courts must be built in a manner and location that does not require extensive grading, tree removal or the construction of raised decks. No night lighting of courts is allowed which is directed toward an adjacent property. Surface colors are to be restricted to soft colors and are not to be highly reflective. All fences must be dark in color or vinyl covered.

Section 18: Preservation of Trees. No site preparation or construction work may begin until tree protection measures and materials have been reviewed and approved by the ARC in accordance with the Guidelines. The location of all site improvements must be staked in the field by the Owner's contractor to facilitate the designation of tree preservation. Major trees and major tree groupings shall be preserved wherever possible. Owner shall be prohibited from cutting or removing any tree greater than six (6) inches in diameter without approval of the ARC.

Section 19: Maintenance. All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners.

Section 20: Nuisances and Unsightly Materials. No Building or other structure on any Lot shall be used for any commercial or business purpose. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. Boats and recreational vehicles must be stored in enclosed areas and must not be visible from neighboring Lots, streets, roads or open areas. No motorcycle, motorbike or motor scooter shall be permitted to be operated in the streets of Covington Grove except for the purpose of travel outside of the Property and such use shall be by the most direct route available. No all-terrain vehicles, such as "dirt bikes", "three"- or "four- wheelers", or similar motorized vehicles, nor "go-carts", shall be permitted to be operated on any Lot or the Common Areas.

Section 21: Speeding. Any vehicle moving in excess of twenty-five (25) miles per hour on streets within Covington Grove shall be considered as speeding and the owner and/or operator of said vehicle will be subject to any fine levied by the Owner's Association.

Section 22: Fires and Burning. No outside fires for burning of leaves, tree limbs or for any other purpose shall be permitted on a Lot or in the Common Use Facilities. Provided, however, fires in outdoor grills for the purpose of cooking shall be permitted on a Lot.

Section 23: Lot Clearing. Any Lots purchased from Developer shall within six (6) months from purchase be cleared of all underbrush, debris, dead and deformed trees and unsightly material until such time as construction commences. All Lots must be maintained in a neat and orderly manner until such time as construction commences. Owner shall remove all lower limbs from trees within the landscape corridor in accordance with the Guidelines.

#### ARTICLE X

##### EASEMENTS AND COMMON AREAS

Section 1: General. Until termination of the Class B Membership, Developer reserves an easement for ingress and egress generally across all lots at reasonable places on the Lots for the purpose of completing Developer's intended development, but shall not interfere with the construction of improvements on a Lot nor the use and enjoyment of a Lot by an Owner.

Section 2: Common Areas Shown on Plat. The plat of any portion of the Property may designate Common Areas. The Common Areas will be established as perpetual and irrevocable easements and will be granted and reserved for the use and benefit in common of all Owners of Covington Grove and their agents, servants, family members and invitees. The Common Areas shall be maintained and regulated by the Association. Use of the Common Areas shall be subject to and governed by the provisions of this Declaration and the Bylaws, rules and regulations of the Association. Developer reserves the right to designate and restrict certain Common Areas

within sections of the development for use by Owners in such sections.

Section 3: Easements for Drainage and Utilities. Portions of the Lots are encumbered with drainage, water, sewer and/or other easements as shown on the Plat, and such easements are declared to be perpetual and irrevocable and for use in common by all Lot Owners for drainage or for utilities.

ARTICLE XI

GENERAL PROVISIONS

Section 1: Duration. These restrictions shall be appurtenant to and run with the land and shall be binding upon all Owners and parties hereinafter having an interest in any of the Properties and all parties claiming under them for a period of ninety-nine (99) years from the date of the filing of this Declaration.

Section 2: Enforcement. All restrictions hereby may be enforced by Developer, its successors and 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 covenants, either to restrain the violation thereof or to recover damages, together with reasonable attorneys' fees and court costs. Further, after the termination of Developer's Class B Membership in the Association, in the event the Association fails to act to enforce any restriction herein, the Owner of any Lot may enforce these restrictions as aforesaid against any other

Section 3: Partial Invalidation. Any invalidity of any one or more of these restrictions by judgment, court order, or statute, or failure on the part of Developer or his successors or assigns to enforce any of said restrictions, shall in no way affect any of the other provisions hereof or be deemed as a waiver of the right to enforce such restrictions any time after the violation hereof.

Section 4: 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 or the Association.

Section 5: Exoneratation of Developer, ARC, Board and Officers. Each Owner of any Lot in the Properties or any other party interested in the Properties expressly agrees that:

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

B. The ARC's approval of any building plans, specifications, site or landscape plans or elevations, or any other approvals or consents given by the ARC pursuant hereto or otherwise



shall not be deemed a warranty, representation or covenant that any such Buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereon complies with any or all applicable laws, rules, building codes, requirements or regulations, the sole responsibility for all of same being upon the respective Owner; and Developer and the ARC are expressly released and relieved of any and all liability in connection therewith. Each Owner with respect to the improvements on said Owner's Lot agrees to indemnify and hold the Developer and the ARC harmless from all loss or damage, including reasonable attorney's fees, incurred by Developer or ARC as a result of any suit or claim made by any party concerning any feature of construction or any improvements made on said Owner's Lot, the noncompliance thereof with such laws, rules, building codes, requirements or regulations, or further, any suit or claim made by any injured or allegedly injured party claiming to have been damaged or injured by any failure in the structure of any completed improvement or any negligence in design or workmanship of any component of such completed improvements on such Lot.

C. The Board, officers of the Association, and members of the ARC shall not be personally liable to any Owner for any mistake of judgment or for any acts or omissions of any nature undertaken in the performance of their respective duties with regard to the Association except for acts or omissions found by a court of competent jurisdiction to constitute gross or willful negligence or fraud.

Section 6: Other Lands of Developer. Nothing contained within these restrictions 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 Properties, unless specifically submitted and included within these restrictions by a Supplementary Declaration. Developer expressly reserves the right, in its discretion, to designate by Supplemental Declaration, all or part of the property described in Exhibit "B" to be included in and governed by this Declaration.

#### ARTICLE XII

##### AMENDMENT

The covenants and restrictions of this Declaration may be amended by the Developer with any necessary approval of the Planning and Zoning Commission of Bowling Green, Warren County, Kentucky or successor governmental entity, without joinder of any Owner, for a period of five (5) years from the date hereof; thereafter, amendment may be made only by agreement signed by at least two-thirds (2/3) of the Owners whose Lots are then subject hereto, and with any necessary approval of the Planning and Zoning Commission of Bowling Green, Warren County, Kentucky or any successor governmental entity. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance thereby

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

IN WITNESS WHEREOF, the Developer has caused this Declaration of Protective Covenants and Restrictions to be duly signed on this the 1st day of June, 1994.

BLAIR/RITTER, INC.

BY: Thomas A. Blair, Pres.  
Thomas A. Blair, President

COMMONWEALTH OF KENTUCKY )  
  )ss.  
COUNTY OF WARREN            )

Subscribed and sworn before me on this the 1st day of June, 1994, by Blair/Ritter, Inc., acting by and through its president, Thomas A. Blair.

Lisa Carol Barber  
NOTARY PUBLIC, STATE OF KENTUCKY  
AT LARGE

My Commission Expires: 3-19-98

THIS INSTRUMENT PREPARED BY:

CAMPBELL, KERRICK & GRISE  
1025 STATE STREET  
P. O. BOX 9547  
BOWLING GREEN, KENTUCKY 42102  
(502) 782-8160  
(502) 782-5856--FAX

BY: Greg N. Stivers

LODGED AND RECORDED  
6/50  
JUN 1 2 01 PM '94  
REC'D

TRACT 1

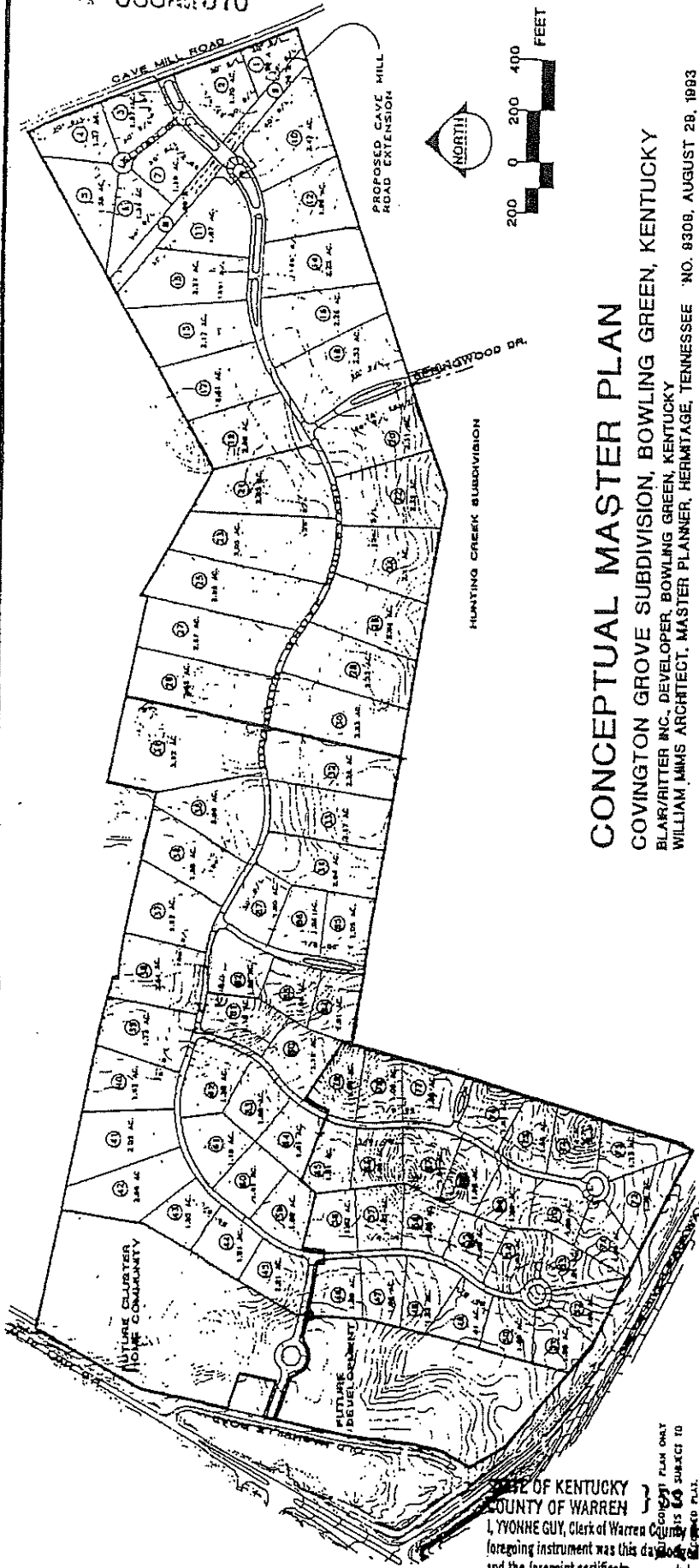
Being a tract of land located on Cave Mill Road in Warren County, Kentucky and more particularly described by metes and bounds as follows:

Beginning at an iron pin located in the west right-of-way line of Cave Mill Road; thence with said right-of-way S 25 deg. 42 min. 24 sec. E 81.85 feet to a point; thence S 21 deg. 59 min. 46 sec. E 93.31 feet to a point; thence S 21 deg. 14 min. 06 sec. E 280.86 feet to a point; thence S 20 deg. 57 min. 55 sec. E 431.70 feet to an iron pin; thence S 21 deg. 38 min. 40 sec. E 275.88 feet to a point; thence S 23 deg. 32 min. 35 sec. E 5.48 feet to an iron pin; thence leaving said right-of-way S 71 deg. 09 min. 06 sec. W 1946.85 feet to a large sassafras tree; thence N 80 deg. 53 min. 30 sec. W 1056.61 feet to a point; thence N 11 deg. 37 min. 43 sec. E 974.95 feet to a point; thence S 78 deg. 22 min. 17 sec. E 900.00 feet to a cedar stump; thence N 59 deg. 54 min. 22 sec. E 1597.94 feet to the point of beginning as per a survey by James R. Adams and Associates dated May 28, 1993, Job #92421 and being a portion of the same property described in Deed Book 644, Page 31 at the Warren County Courthouse - Bowling Green, Kentucky. This property being a portion of, and also described as, Lots 1 - 30 of the Covington Grove Subdivision, Section I as shown on plat of record in Major Subdivision Plat Book 26, Pages 93-94, in the Office of the Warren County Clerk.

Being a portion of the same property in which Lynn C. Davies conveyed a 25 percent undivided interest to Blair/Ritter, Inc. by deed dated January 26, 1994, and recorded in Deed Book 682, Page 214, in the Office of the Warren County Clerk.

Also being a portion of the same property in which George M. Covington, not individually, but as Special Trustee of the George M. Covington Trust created by Agreement dated September 15, 1959, conveyed a 25 percent undivided interest to Blair/Ritter, Inc., by deed dated January 31, 1994, and recorded in Deed Book 682, Page 219, in the Office of the Warren County Clerk.

Also being a portion of the same property in which George M. Covington, not individually, but as Special Trustee of the William S. Covington Trust created by Agreement dated August 4, 1973, conveyed a undivided 50 percent interest to Blair/Ritter, Inc., by deed dated January 26, 1994, and recorded in Deed Book 682, Page 209, in the Office of the Warren County Clerk.



# CONCEPTUAL MASTER PLAN

COVINGTON GROVE SUBDIVISION, BOWLING GREEN, KENTUCKY  
 BLAIR/ITTER INC. DEVELOPER, BOWLING GREEN, KENTUCKY  
 WILLIAM MIMS ARCHITECT, MASTER PLANNER, HERMITAGE, TENNESSEE NO. 8309, AUGUST 28, 1993

STATE OF KENTUCKY  
 COUNTY OF WARREN  
 I, YVONNE GUY, Clerk of Warren County Court, do certify that the foregoing instrument was this day duly recorded in my office, and the foregoing certificate is true and correct to the best of my knowledge and belief.  
 Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 1993.

EXHIBIT "B"

By YVONNE GUY, CLERK  
*[Signature]* D.C.

*Del. to  
w/record  
12/14/95*

AMENDED DECLARATION OF RESTRICTIVE COVENANTS  
FOR COVINGTON GROVE SUBDIVISION

THIS AMENDED DECLARATION OF RESTRICTIVE COVENANTS, made this December 1st, 1995, by Blair/Ritter, Inc., ("Developer"), declares that that certain Declaration of Restrictive Covenants for Covington Grove made June 1, 1994, ("Restrictive Covenants") and recorded in Book 688, Page 534, in the Office of the Warren County Clerk, is hereby amended as follows:

ARTICLE I

RECITALS

- A. Developer desires to amend the Declaration of Restrictive Covenants pursuant to Article XII thereof for the purpose of enhancing and protecting the value of the property subject thereto.
- B. Developer desires to provide more specifically for the application of the Restrictive Covenants to the Adjacent Property as that term is herein defined and to amend the Restrictive Covenants as specifically set forth below.

ARTICLE II

DEFINITIONS

The following terms when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

- A. "Common Area" shall mean or refer to those areas of real property designated as such on the recorded subdivision plat of the Property or on any additions to the Property specifically including, but not limited to, streets, sidewalks, medians and gatehouse. Said areas are intended to be devoted to the common use and enjoyment of the members of the Association and are not dedicated for use by the general public.

- B. "Adjacent Property" shall mean the property described in Exhibit "A" hereto or any portion thereof which is immediately adjacent to Covington Grove Subdivision, including areas which may hereafter become a part of the subdivision.

ARTICLE III

RESTRICTIONS ON ADJACENT PROPERTY

A. The Adjacent Property or any portion thereof shall be subject to the Restrictive Covenants only to the extent that a Supplemental Declaration is filed of record for said property specifically adopting these Restrictive Covenants and to the extent said Adjacent Property has access to the existing streets of Covington Grove as now or hereafter constructed. The Supplemental Declarations shall require that:

- (1) The subject property shall be zoned as a planned urban residential development (PURD-1);
- (2) All lots subject to the Supplemental Declaration shall have sidewalks extended throughout the development from those then existing within Covington Grove and in conformity with the existing sidewalks;
- (3) All utilities within the Adjacent Property subject to the Supplemental Declaration shall be underground;
- (4) No part of the property subject to the Supplemental Declaration may be connected to any public streets unless access thereto is restricted by automated security gate accessible only to residents of Covington Grove;
- (5) Any lots developed within the Adjacent Property shall be subject to a minimum requirement of 2,500 square feet (above ground, finished floor space exclusive of garages, porches, attics or bonus rooms) for any single family residence;
- (6) Street lighting shall be provided in conformity with the existing fixtures of Covington Grove.

B. Portions of the Adjacent Property not having direct access to the existing streets of Covington Grove, as now or hereafter constructed, and not subject to these Restrictive Covenants by Supplemental Declaration, shall not be restricted by the Restrictive Covenants. No portion of the Adjacent Property shall have streets connected to those of Covington Grove unless a Supplemental Declaration is filed of record for said Adjacent Property.

C. Assessment of portions of the Adjacent Property for which a Supplemental Declaration is filed shall be established by the Board of Directors of the Homeowners Association based upon size of lots in said Adjacent Property relative to the existing lots in Covington Grove.

D. Article I(C) of the Restrictive Covenants shall be amended as follows:

"Any area within the Adjacent Property which does not adopt the Restrictive Covenants shall have a housing density in conformity with the regulations of the Bowling Green-Warren County Planning & Zoning Commission."

#### ARTICLE IV

Owners of Lots 1-7 of Covington Grove shall be non-voting members of the Homeowners Association and shall pay \$200.00 per year membership fee for each lot owned. Upon completion of the proposed Cave Mill Road Extension on Lots 8 and 9 of the Property, the membership of Lots 1-7 in the Homeowners Association shall terminate and no further maintenance fee shall be required. Upon said termination, the Homeowners Association shall have no further



right or responsibility with regard to development of said lots or maintenance and landscaping of common areas adjacent to Lots 1-7.

ARTICLE V

RATIFICATION

Except as specifically provided herein, the Declaration of Restrictive Covenants is hereby ratified and affirmed in full.

IN WITNESS WHEREOF, the Developer has caused this Amended Declaration of Protective Covenants and Restrictions to be duly signed on this the 17 day of December, 1995.

BLAIR/RITTER, INC.

BY: Thomas A. Blair, President

COMMONWEALTH OF KENTUCKY )
)ss
COUNTY OF WARREN )

Subscribed and sworn before me on this the 17 day of December, 1995, by Blair/Ritter, Inc., acting by and through its president, Thomas A. Blair.

NOTARY PUBLIC, STATE OF KENTUCKY
AT LARGE

My Commission Expires: 2-2-96

THIS INSTRUMENT PREPARED BY:

KERRICK, GRISE & STIVERS
1025 STATE STREET
P. O. BOX 9547
BOWLING GREEN, KENTUCKY 42102
(502) 782-8160
(502) 782-5856--FAX

BY: Greg N. Stivers

Dec 1 2 44 PM '95
NOTARY PUBLIC CLERK
BY: [Signature] D.G.

DESCRIPTION

Beginning at an iron pin located in the east right-of-way line of U.S. Highway 31 W approximately 1,500 feet southwest of Lynnwood Way; thence leaving the right-of-way line of U.S. Highway 31 W S 78 deg 32 min 38 sec E 1416.93 feet to a point; thence S 11 deg 53 min 04 sec W 20.08 feet to a point; thence S 78 deg 07 min 46 sec E 428.00 feet to a point; thence S 78 deg 19 min 06 sec E 325.02 feet to a point; thence S 78 deg 22 min 17 sec E 351.26 feet to a point located in the line of Lot 29 Covington Grove Section 1; thence with the line of said Lot 29 and continuing with Lot 30 of said subdivision S 11 deg 52 min 37 sec W 948.14 feet to an iron pin; thence N 80 deg 53 min 30 sec W 1163.12 feet to a post; thence S 14 deg 53 min 17 sec W 1410.77 feet to a point; thence S 80 deg 42 min 43 sec E 1227.50 feet to an iron pin; thence S 05 deg 55 min 44 sec W 409.19 feet to an iron pin located in the north right-of-way line of William Natcher Parkway; thence with said right-of-way N 65 deg 59 min 02 sec W 1197.55 feet to an iron pin; thence N 62 deg 45 min 35 sec W 105.42 feet to an iron pin; thence N 62 deg 45 min 35 sec W 885.89 feet to an iron pin; thence N 48 deg 10 deg 50 sec W 157.73 feet to an iron pin; thence N 48 deg 10 min 50 sec W 400.00 feet to an iron pin; thence N 29 deg 14 min 40 sec W 180.74 feet to an iron pin located in the east right-of-way line of Old Nashville Road; thence leaving the right-of-way line of William Natcher Parkway and with the right-of-way line of Old Nashville Road N 28 deg 37 min 53 sec E 132.64 feet to an iron pin; thence N 12 deg 28 min 29 sec E 111.79 feet to an iron pin; thence N 07 deg 20 min 40 sec E 195.52 feet to an iron pin; thence N 09 deg 41 min 11 sec E 87.07 feet to an iron pin; thence N 12 deg 20 min 12 sec E 340.04 feet to an iron pin; thence S 70 deg 39 min 20 sec E 149.86 feet to an iron pin; thence N 12 deg 28 min 04 sec E 149.99 feet to an iron pin; thence N 70 deg 40 min 26 sec W 149.88 feet to an iron pin; thence N 12 deg 12 min 58 sec E 369.04 feet to an iron pin; thence N 29 deg 34 min 58 sec E 485.99 feet to the point of beginning containing 109.06 acres.

STATE OF KENTUCKY } SS  
 COUNTY OF WARREN }  
 I, Yvonne Guy, Clerk of Warren County Court, do certify that the foregoing instrument was this day lodged to be and is, with this and the foregoing certificate duly recorded in my office given under my hand this 19 day of Dec 1995  
 YVONNE GUY, CLERK  
 By [Signature] D.C.

SECOND AMENDED DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
COVINGTON GROVE SUBDIVISION

THIS SECOND AMENDED DECLARATION OF RESTRICTIVE COVENANTS made this August 6, 1998, by Blair/Ritter, Inc. ("Developer"), declares that that certain Declaration of Restrictive Covenants for Covington Grove made June 1, 1997 ("Restrictive Covenants"), recorded in Deed Book 688, Page 534, in the Office of the Warren County Clerk, and that certain Amended Declaration of Restrictive Covenants ("Amended Restrictive Covenants"), recorded in Deed Book 717, Page 123, in the Office of the Warren County Clerk, are hereby supplemented and amended as follows:

ARTICLE I

RECITALS

A. Developer desires to amend the Restrictive Covenants and Amended Restrictive Covenants pursuant to Article XII of the Restrictive Covenants.

B. Developer desires to specifically authorize the division of Lot 2 of Covington Grove into two (2) separate lots, as set forth below, and to extend the Restrictive Covenants and Amended Restrictive Covenants to the portion of the Adjacent Property as set forth in the attached Exhibit "A", hereinafter referred to as the "Adjacent Property".

C. Except as specifically set forth herein, all capitalized terms shall have the same meaning as defined in the Restrictive Covenants and Amended Restrictive Covenants.

## ARTICLE II

AMENDMENT

Article IX, Section 3, of the Restrictive Covenants is hereby amended as follows:

Section 3: Modification to Lots. Contiguous Lots may be combined if the Lots have the same Owner for the purpose of placing an approved Building thereon. Individual Lots or a combination of contiguous Lots may not be resubdivided so as to increase the number of Lots that existed prior to such resubdivision; provided, however, that Lot 2 of Covington Grove may be divided into two (2) separate Lots, which shall be designated as Lot 2 and Lot 2-1. The Owners of Lot 2 and Lot 2-1, and their successors and assigns, shall each have all rights and duties with respect to the Homeowners Association as set forth in Article IV of the Amended Restrictive Covenants.

## ARTICLE III

SUPPLEMENTAL DECLARATION

Pursuant to Article III of the Amended Restrictions, it is hereby declared that the portion of the Adjacent Property described in Exhibit A hereto is hereby bound and restricted by the Restrictive Covenants and Amended Restrictive Covenants. The portion of the Adjacent Property hereby annexed to Covington Grove shall be subject to the following restrictions:

- (1) The subject property shall be zoned as a planned urban residential development (PURD-1);
- (2) All Lots subject to this Supplemental Declaration shall have sidewalks extended throughout the development from those then existing within Covington Grove and in conformity with the existing sidewalks;
- (3) All utilities within the Adjacent Property subject to this Supplemental Declaration shall be underground;
- (4) No part of the property subject to this Supplemental

Declaration may be connected to any public streets unless access thereto is restricted by automated security gate accessible only to residents of Covington Grove;

- (5) Any Lots developed within the Adjacent Property shall be subject to a minimum requirement of 2,500 square feet (above ground, finished floor space exclusive of garages, porches, attics or bonus rooms) for any single family residence;
- (6) Street lighting shall be provided in conformity with the existing fixtures of Covington Grove;
- (7) Assessments related to portions of the Adjacent Property hereby incorporated into Covington Grove and annual membership fees to the Homeowners Association for Owners of Lots in the Adjacent Property shall not exceed fifty percent (50%) of the charges applicable to the Owners of Lots 10-30.

#### ARTICLE IV

The portion of the Adjacent Property platted as common areas is hereby dedicated to the Covington Grove Homeowners Association, which shall assume the right and obligation to own and maintain said common areas.

#### ARTICLE V

##### RATIFICATION

Except as specifically provided herein, the Restrictive Covenants and Amended Restrictive Covenants are hereby ratified and affirmed in full.

IN WITNESS WHEREOF, the Developer has caused this Second Amended Declaration of Restrictive Covenants for Covington Grove Subdivision to be duly signed on this August 6th, 1998.

BLAIR/RITTER, INC.

By: Thomas A. Blair  
Thomas A. Blair  
President

COMMONWEALTH OF KENTUCKY )  
  ss.  
COUNTY OF WARREN            )

Subscribed and sworn before me on this the 6th day of August, 1998, by Blair/Ritter, Inc., acting by and through its President, Thomas A. Blair.

W. P. Shellen  
NOTARY PUBLIC  
KY. STATE-AT-LARGE

My Commission Expires: 4-22-2000

Exhibit "A"

Being Lot No. 1 containing 25.32 acres of the Blair/Ritter Property as shown on plat of record in Plat Book 28, Page 90, in the Office of the Warren County Clerk.

Being a portion of the same property in which Lynn C. Davies conveyed a 25 percent undivided interest to Blair/Ritter, Inc. by deed dated January 26, 1994, and recorded in Deed Book 682, Page 214, in the Office of the Warren County Clerk.

THIS INSTRUMENT PREPARED BY:

KERRICK, GRISE & STIVERS  
1025 STATE STREET  
P. O. BOX 9547  
BOWLING GREEN, KY 42102-9547  
(502) 782-8160  
(502) 782-5856--FAX

Also being a portion of the same property in which George M. Covington, not individually, but as Special Trustee of the George M. Covington Trust created by Agreement dated September 15, 1959, conveyed a 25 percent undivided interest to Blair/Ritter, Inc., by deed dated January 11, 1994, and recorded in Deed Book 682, Page 219, in the Office of the Warren County Clerk.

Also being a portion of the same property in which George M. Covington, not individually, but as Special Trustee of the William S. Covington Trust created by Agreement dated August 4, 1973, conveyed a undivided 50 percent interest to Blair/Ritter, Inc., by deed dated January 26, 1994, and recorded in Deed Book 682, Page 209, in the Office of the Warren County Clerk.

By: Greg M. Stivers  
Greg M. Stivers

DOCUMENT NO: 302708  
RECORDED ON AUGUST 07, 1998 01:55:50PM  
TOTAL FEES: \$14.00  
COUNTY CLERK: YVONNE BUI  
COUNTY: WARREN COUNTY  
DEPUTY CLERK: FAYE PHELPS

THIRD AMENDED DECLARATION OF RESTRICTIVE COVENANTS  
FOR  
COVINGTON GROVE SUBDIVISION

THIS THIRD AMENDED DECLARATION OF RESTRICTIVE COVENANTS, made this 17<sup>th</sup> day of April, 2001, declares that certain Declaration of Restrictive Covenants for Covington Grove made June 1, 1994 ("Original Restrictive Covenants"), recorded in Deed Book 688, Page 534, in the Office of the Warren County Clerk, and that certain Amended Declaration of Restrictive Covenants ("Amended Restrictive Covenants"), recorded in Deed Book 717, Page 123, in the Office of the Warren County Clerk, and Second Amended Declaration of Restrictive Covenants ("Second Amended Restrictive Covenants"), recorded in Deed Book 767, Page 359, in the Office of the Warren County Clerk, (the Original Restrictive Covenants, Amended Restrictive Covenants, and Second Amended Restrictive Covenants are collectively referred to herein as the "Restrictive Covenants"), applicable to the Covington Grove Subdivision, as shown on Plat Book 28, Page 146, Plat Book 31, Page 147, and Plat Book 32, Page 4, in the office of the Warren County Court Clerk ("Plats"), are hereby supplemented and amended as follows:

ARTICLE I  
RECITALS

A. This Third Amended Declaration of Restrictive Covenants has been authorized and approved by more than two-thirds (2/3rds) of the Owners of Lots subject to the Restrictive Covenants, Amended Restrictive Covenants, and

Second Amended Restrictive Covenants, as required by Article XII of the Restrictive Covenants. Each Owner approving, authorizing, and executing this Third Amended Declaration of Restrictive Covenants is the Owner as of the date hereof of the Lot or Lots indicated to the left of such Owner's signature hereon.

B. Except as specifically set forth herein, all capitalized terms shall have the same meaning as defined in the Restrictive Covenants, Amended Restrictive Covenants, and Second Amended Restrictive Covenants.

## ARTICLE II AMENDMENT

Article II, Section B, of the Restrictive Covenants is hereby amended as follows:

- B. "Developer". As used herein, the term "Developer" shall mean or refer to Timberpeg Construction, Ltd. with respect to Lots 32-58 as shown on Plat Book 32, Page 4, in the office of the Clerk of the Warren County Court, and shall refer to Blair/Ritter, Inc. with respect to all other lots in Covington Grove Subdivision.

Article II, Section F, of the Restrictive Covenants is hereby amended as follows:

- F. "Common Area". As used herein, the term "Common Area" shall mean or refer to those areas of real property designated as such on the Plats and/or conveyed to the Homeowners Association by deed or other instrument, whether as an easement or easements or in fee simple, specifically including, but not limited to, streets, sidewalks, medians, and gatehouse. Said areas are intended to be devoted to the common use and enjoyment of all members of the Homeowners Association and are not dedicated for use by the general public.



ARTICLE III  
AMENDMENT

Article III of the Restrictive Covenants is hereby amended as follows:

Section 1: Legal Description/Property Subject to this Declaration. The real property ("Property") which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Warren County, Kentucky, and comprises all property, each Lot, and the Common Area shown on the Plats.

ARTICLE IV  
AMENDMENT

Article IV, Section 2, of the Restrictive Covenants is hereby amended as follows:

Section 2: Action Through Board of Directors. Unless otherwise specifically provided in this Declaration, the Association shall act by and through its Board of Directors, which shall have all of the authority and responsibility granted or delegated herein to the Association, the exercise of which authority shall be subject only to amendment or vacation of such action by a vote of two-thirds (2/3rds) of all members of the Association at a duly called special or regular meeting of the membership of the Association called within thirty (30) days and held within sixty (60) days after action by the Board of Directors.

Article IV, Section 4, of the Restrictive Covenants is hereby amended as follows:

Section 4: Membership. Every person who is a record owner, as defined in Article II, of any Lot which is subject to this Declaration and to assessment by the Association shall be a member of the Association. In addition thereto, Lots owned by Thomas A. Blair or Timberpeg Construction, Ltd. shall not be subject to any assessments as provided for herein, or otherwise so long as Timberpeg Construction, Ltd. or Thomas A. Blair, his heirs or devisees, continually own the Lot or Lots presently owned by them. This membership held by Thomas A. Blair and Larry Smith shall not apply to Lots subsequently acquired by them and shall be non-assignable (except as to the heirs of Thomas A. Blair), the intention being to create this special membership for granting the benefit of

membership without the burden of any payment of the assessments. All members of the Association shall abide by the provisions of this Declaration; shall abide by the Association's Articles of Incorporation, By-Laws, Rules and Regulations; shall properly pay all assessments provided for in this Declaration; and shall comply with the final decisions of the Association, its board of directors and the Architectural Review Committee.

#### ARTICLE V AMENDMENT

Article V, Section 1, of the Restrictive Covenants is amended as follows:

Section 1: Members' Easement of Enjoyment. Subject to the provisions of Section 3 of this Article V, every Owner shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to, and shall pass with, the title to every Lot.

#### ARTICLE VI AMENDMENT

Article VI of the Restrictive Covenants is amended by deleting said Article in its entirety.

#### ARTICLE VII AMENDMENT

Article VII, Section 1, of the Restrictive Covenants shall be amended as follows:

Section 1: Membership. Each Owner shall, by virtue of ownership of a Lot be a member of the Association. Such membership is not voluntary and is concurrent with and appurtenant to the ownership of a Lot. Each member agrees to maintain its membership in good standing and be guided by the Restrictive Covenants, and the Guidelines, rules, regulations, and by-laws of the Association.

Article VII, Section 2, of the Restrictive Covenants shall be amended as follows:

Section 2: Purpose of Assessment. The annual and special assessments of the Association shall be used exclusively for the purposes of promoting the recreation, health, safety, and welfare of the members of the Association and in particular for the improvement and maintenance of the Common Area and any easement in favor of the Association, including construction of additional improvements, and including but not limited to the cost of utilities, taxes, insurance, labor, equipment, management, professional fees, administrative expense, maintenance, and the supervision thereof, as well as for such other purposes as are permissible activities of and undertaken by the Association.

Article VII, Section 3, of the Restrictive Covenants shall be amended as follows:

Section 3: Annual Assessment. The initial Annual Assessment as of the date hereof shall be Five Hundred Dollars and No/100 (\$500.00) per year. Any Owner initially acquiring a Lot from one of the Developers hereunder shall pay an Annual Assessment on a prorated basis for the year of such purchase. The Board of Directors of the Association shall affix the assessment annually which shall be in amounts determined in accordance with the projected budget and financial needs of the Association. From and after January 1, 2000, the Annual Assessment may be increased each year by the greater of ten percent (10%) per year or the increase in the Consumer Price Index for the previous calendar year. Such increases are not required each year, but may be cumulative. For example, if no increase is made for a calendar year, the assessment for the following calendar year may be increased by the greater of twenty percent (20%) or the increase in the Consumer Price Index over the previous two-year period. The Annual Assessment may be increased beyond the higher of either of these levels with the approval of two-thirds (2/3rds) of the votes of the members who are voting in person or by proxy at an annual meeting of the Association or at a meeting duly called for such purpose, written notice of which must be sent to all members of the Association not less than thirty (30) days and no more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

For the purposes of this Section, "Consumer Price Index" means the Consumer Price Index purchased by the Bureau of Labor Statistics of the United States Department of Labor Average All Cities. If such Consumer Price Index becomes unavailable, the best available index or other information shall be substituted. An increase in the Annual Assessment based upon the Consumer Price Index shall be computed based upon the increase in the Consumer Price Index between January 1 (or the nearest

available date) of the previous year and January 1 (or the nearest available date) of the current year.

Article VII, Section 4, of the Restrictive Covenants shall be amended as follows:

Section 4: Special Assessment. The board of directors of the Association may amend its annual budget and the adoption of any such amendment shall constitute a special assessment by the Association against each Lot and its Owner to the extent of any increase or decrease in the difference in anticipated income and Common Area expenses of the Association as set out therein. The board of directors of the Association may also, from time to time within its discretion, make special assessments applicable to one or more years for the purpose of paying or defraying, in whole or in part, the cost of making, repairing, or replacing any improvement upon the Common Area. To the extent any such special assessment is for making a capital improvement, such special assessment shall not be effective until approved by a two-thirds (2/3rds) vote of the Members of the Association at an annual meeting or at a special meeting duly called on written notice for such purpose sent to all Members of the Association not less than thirty (30) days and no more than sixty (60) days in advance of such meeting.

Article VII, Section 6, of the Restrictive Covenants shall be amended as follows:

Section 6: Lien and Personal Obligations of Assessments. Each Owner, (except Thomas A. Blair, Blair/Ritter, Inc., and except Timberpeg Construction, Ltd. as to any Lot in Section II of Covington Grove) hereby covenants and agrees to pay the Association any Annual Assessment or special assessment as established and to be collected from time to time by the Association. All such assessments, together with interest thereon from due date at the highest rate allowed by the laws of the Commonwealth of Kentucky, but in no event more than fifteen percent (15%) per annum, and the costs of collection thereof, including reasonable attorney's fees, shall be a charge and lien on the Lot of each Owner against which such assessment is made and shall also be the personal obligation of the Owner of such Lot as of the effective date of such assessment. Nonpayment shall also result in denial of the use by such delinquent Owner of the Common Areas or facilities thereon. No Owner, however, may waive or otherwise escape liability for any assessment provided for herein by non-use of the Common Area or by abandonment.

Article VII, Section 7, of the Restrictive Covenants shall be amended as follows:

Section 7: Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for Lots, regardless of size, location or selling price, in the following proportions:

10-30		
Lots <del>11-30</del>	-	100% of Assessment
Lots 32-58	-	50% of Assessment

Article VII of the Restrictive Covenants shall be amended by adding Section 9 as follows:

Section 9: Exemptions from Assessments. Lots owned by Thomas A. Blair, Blair/Ritter, Inc., and Timberpeg Construction, Ltd. shall not be subject to any assessments, whether annual, special, or otherwise, as provided for herein, so long as Timberpeg Construction, Ltd. Blair/Ritter, Inc., or Thomas A. Blair, his heirs or devisees, continually own the Lot or Lots presently owned by them; provided, however, that should Blair/Ritter, Inc., or Timberpeg Construction Ltd., begin construction of improvements on an exempt lot, it shall thereby become an Owner as defined in the Restrictive Covenants and such lot shall be subject to assessment on a prorata basis as of the date of the issuance of the building permit.

#### ARTICLE VIII AMENDMENT

Article VIII, Section 1, Paragraph B, of the Restrictive Covenants shall be amended as follows:

B. The ARC will furnish site and architectural guidelines (the "Guidelines") for Covington Grove and for development on Lots in Covington Grove which will contain statements of policy, philosophy, guides to and certain rules, regulations and requirements for construction procedures by Owners and their contractors. The ARC may amend the Guidelines from time to time. All Owners and their contractors are responsible for contacting the ARC to obtain and verify the current Guidelines in use. The Guidelines, as amended from time to time, are not intended to be and are not to be interpreted as amendments to the Restrictive Covenants, but as a supplement thereto and authorized

E. All Lot improvements which have been approved by the ARC, including residences, driveways, sidewalks, and landscaping, must be completed within fifteen (15) months from commencement of construction.

F. At any time, the ARC may, in its sole discretion, require a bond or other security acceptable to the ARC, payable in favor of the Association in an amount to be determined by the ARC, but not to exceed five percent (5%) of the total value of the Lot and all improvements made or to be made thereon, as reasonably determined by the ARC. Said bond shall secure compliance by the Owner of the Restrictive Covenants during construction. In the event the Owner fails to comply with the Restrictive Covenants and/or the approvals and conditions of approval made by the ARC, the ARC may take any corrective measures it deems appropriate and utilize the proceeds of the bond or other security in payment of same. In the event said security shall be insufficient, the Owner shall be personally responsible for the deficit and same shall constitute a lien on the Owner's Lot in the same manner as provided for Assessments in the Restrictive Covenants.

Article VIII, Section 3, of the Restrictive Covenants shall be amended as

follows:

Section 3: Inspection. Actual construction (including site preparation) by the Owner or his contractor may not commence until the ARC approves the Plans. During construction, the Owner or his contractor shall notify the ARC upon completion of framing of the Dwelling Unit, or upon fifty percent (50%) completion of any other improvement, and thereafter the ARC shall have ten (10) business days to inspect and determine that the subject improvements are being completed in accordance with the approved Plans. Upon the completion of the improvements, and prior to occupancy, the Owner or his contractor shall notify the ARC, who shall have ten (10) days thereafter in which to have the improvements inspected by the ARC to insure that the construction was completed in accordance with the Plans approved by the ARC prior to construction. In the event that the ARC shall fail to approve or disapprove in writing the partially completed improvements or completed improvements within ten (10) days after receiving notice from the Owner or his contractor, such approval shall not be required. In no event, however, shall the ARC's failure to approve or disapprove such improvements within such time constitute a waiver with respect to compliance by any other person with the requirements of the ARC. In the event an Owner has made changes from the Plans approved by the ARC and such changes were not previously approved by the ARC,

continued construction shall be halted until the necessary corrections have been made (in the event the improvements are only partially complete) or occupancy of the subject improvements shall be delayed until the necessary corrections have been made (in the event the improvements are completed).

Article VIII, Section 4, of the Restrictive Covenants shall be amended as follows:

Section 4: Maintenance and Minor Violations. In the event any Owner shall fail to complete improvements according to the approved plans or to maintain the improvements situated upon his or her Lot in a manner reasonably consistent with the degree of maintenance of Lots in a first-class residential development and consistent, as reasonably determined by the Association, with the aesthetic quality of Covington Grove, the Guidelines, and the Restrictive Covenants, after ten (10) days' written notice to the Owner, upon the two-thirds (2/3rds) vote of the Board of Directors of the Association, the Association may enter upon said Lot and complete, repair, maintain, remove or restore the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject. The Owner shall be personally liable for the cost of such maintenance and same shall constitute a lien upon the Lot in the same manner as provided for assessments in the Restrictive Covenants. In addition to the approval of Plans and other matters herein set forth, the ARC shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of any Owner and are not materially harmful to the Properties. If such waiver is granted in writing, then thereafter such matters so waived shall no longer be deemed a violation of these restrictions only with respect to the Owner and variance so waived. No waiver, whether written or otherwise, with respect to any improvement shall be construed or effective as a modification of the Guidelines with respect to any other improvement by the same or a different Owner.

Article VIII, Section 8, of the Restrictive Covenants shall be amended as follows:

Section 8: Exclusive Contractors. In order to minimize confusion and complications which may result from the construction of a number of residential units upon the Properties at the same time, and in order to insure the maintenance of high quality of construction, the ARC shall have

the right, but not the obligation, to approve contractors authorized and permitted to construct Buildings or other improvements upon Lots within the Properties. Such approval shall not be arbitrarily or unreasonably withheld and must be obtained prior to commencement of any construction. As used herein, "contractors" shall mean any general contractor, construction firm, consultant, subcontractors, construction managers, advisors, consultants, or any person serving in any capacity in connection with construction of improvements on Lots. The Association and/or the ARC may require any contractor to acknowledge receipt of the Guidelines and the Restrictive Covenants, as amended, and to agree in writing to abide by the rules therein pertaining to construction activities.

#### ARTICLE IX AMENDMENT

Article IX, Section 1, of the Restrictive Covenants shall be amended as

follows:

Section 1: Setback Requirements for Lots. All minimum front yard setbacks are measured from the edge of the fronting right of way to the front façade of each Building and are shown on the Plat. The ARC shall review and determine, on an individual basis, the actual setback requirements for all Lots depending upon the Plans submitted for construction on each Lot. A minimum setback of fifty (50) feet is required on all side yards for Lots 11-30; for Lots 1-7 and 32-58, the minimum side setbacks shall be as reflected in the recorded plats and as approved by the ARC.

Article IX, Section 5, of the Restrictive Covenants shall be amended as

follows:

Section 5: Driveways and Parking. No on-street parking shall be allowed on the streets of Covington Grove. All driveways must be paved with a width no less than ten (10) feet and must be of materials and specifications approved by the ARC. All driveway headwalls must be constructed of stone to match existing stone headwalls within Covington Grove.

Article IX, Section 8, of the Restrictive Covenants shall be amended as

follows:



Section 8: Minimum Square Footage Requirements. All residences shall be subject to a minimum square footage requirement (above ground, finished floor space exclusive of garages, porches, attics, or bonus rooms) as follows:

As to all Lots in Section II (Plat Book 32, Page 4), 2,500 square feet; as to Lots 2-7 of Section I, 2,300 square feet with a minimum of 1,500 square feet on the first floor; and as to all other Lots in Section I (Plat Book 28, Page 146), 3,500 square feet and a minimum of 2,300 square feet on the first floor.

Article IX, Section 12, of the Restrictive Covenants shall be amended as follows:

Section 12: Lighting. No exterior lighting may be directed off a Lot. Except with respect to Lots 1-7, flood lighting is not permitted where exposed to adjacent properties or streets. Illumination necessary for evening activities must be directed downward.

Article IX, Section 15, of the Restrictive Covenants shall be amended as follows:

Section 15: Satellite Dishes/Antennas/Solar Panels. No satellite dish or antenna may be installed on any Lot unless it is entirely screened from view from the street and adjoining Lots unless otherwise approved by the ARC. No solar panels or collectors may be installed on the roof of a Building or a structure on a Lot if such panels or collectors are visible from adjoining Lots or streets.

Article IX, Section 19, of the Restrictive Covenants shall be amended as follows:

Section 19: Maintenance. All Lots, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by its Owner.

Article IX, Section 23, of the Restrictive Covenants shall be amended as follows:

Section 23: Lot Clearing. Any Lots purchased from Developer shall within six (6) months from purchase be cleared of all underbrush, debris, dead and deformed trees, and unsightly material, and shall be kept cleared in this manner until such time as construction commences. All Lots must be maintained in a neat and orderly manner. Owner shall remove all lower limbs from trees within the landscape corridor in accordance with the Guidelines.

#### ARTICLE X AMENDMENT

Article X, Section 2, of the Restrictive Covenants shall be amended as follows:

Section 2: Common Areas Shown on Plats. The Common Areas are shown on plats and may from time to time be evidenced by a deed or other conveyance to the Association. The Common Areas are established as perpetual and irrevocable easements granted to and reserved for the use and benefit of all Owners in common with each other, their agents, servants, family members, and invitees. The Common Areas shall be maintained and regulated by the Association. Use of the Common Areas shall be subject to and governed by the provisions of the Restrictive Covenants and the by-laws, rules and regulations of the Association.

#### ARTICLE XI AMENDMENT

Article XI, Section 4, of the Restrictive Covenants shall be amended as follows:

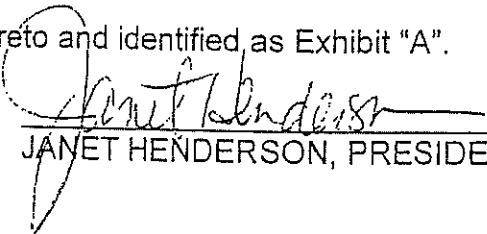
Section 4: Abatement. In the event any Owner violates any of the terms and conditions of the Restrictive Covenants, the Guidelines, or the by-laws, rules and regulations of the Association, and fails to cure same within ten (10) days after written notice thereof, the Association, in addition to any other rights and remedies provided for herein, shall have the expressed right, privilege and license to enter upon any Lot and to take any and all action reasonably required to cure such violation. All reasonable costs thereof, including attorney's fees therefor, shall be at the expense of the Owner of such Lot and shall be payable on demand by the Association. Such expense shall constitute a lien against the Lot in the same manner as provided for Assessments herein.

ARTICLE XIII  
AMENDMENT

The Restrictive Covenants are amended by adding thereto Article XIII as follows:

Owners of Lots 2-7 of Covington Grove Subdivision as shown on Plat Book 26, Page 93, in the office of the Clerk of the Warren County Court, may become non-voting members of the Association and their Lots may become subject to the Restrictive Covenants upon approval by a 2/3 vote of the entire Board of the Association and unanimous vote of the Owners of said Lots. Such non-voting status shall be on such additional terms and conditions as the lot owners and the Association shall agree. In that event, a writing evidencing same shall be filed of record in the Office of the Warren County Court Clerk.

IN WITNESS WHEREOF, the undersigned, as President of the Covington Grove Homeowners Association, Inc., has have caused this Third Amended Declaration of Restrictive Covenants for Covington Grove to be duly executed on this \_\_\_ day of August, 2001. The undersigned further certifies, in accordance with Article XII of the original Declaration of Restrictive Covenants of Covington Grove dated June 1, 1994, that two-thirds (2/3rds) of the homeowners of Lots 10 through 58 have approved the adoption of this Third Amended Declaration of Restrictive Covenants for Covington Grove Subdivision as reflected by their signatures to the Approval attached hereto and identified as Exhibit "A".

  
\_\_\_\_\_  
JANET HENDERSON, PRESIDENT



APPROVAL

The undersigned, by his/her signature, certify that he/she is the owner of a lot/lots of Covington Grove Subdivision indicated below as of the date stated below and that as evidenced by his/her signature votes affirmatively to adopt the Third Amended Declaration of Restrictive Covenants for Covington Grove Subdivision which was approved at the Annual Homeowner's Association Meeting of April 17, 2001.

30 [Signature] [Signature] 7-31-01  
 (signature) (signature)  
George E. Stricker J. Brenda C. Stricker  
 (print name) (print name)

17 [Signature] [Signature] 7-31-01  
 (signature) (signature)  
Katharine W. Payne  
 (print name) (print name)

18 [Signature] [Signature] 7-31-01  
 (signature) (signature)  
John Burch MARLA Burch  
 (print name) (print name)

25 [Signature] [Signature] 8-01-01  
 (signature) (signature)  
Robert Shober  
 (print name) (print name)

38 [Signature] [Signature] 8-1-01  
 (signature) (signature)  
J. Regis O'Connor Pat O'Connor  
 (print name) (print name)

40 [Signature] [Signature] 8-1-01  
 (signature) (signature)  
Dwight Pounds Margaret G. Pounds  
 (print name) (print name)

30 [Signature] [Signature] 8-1-01  
 (signature) (signature)  
Chad Wheeler [Signature]  
 (print name) (print name)

APPROVAL

The undersigned, by his/her signature, certify that he/she is the owner of a lot/lots of Covington Grove Subdivision indicated below as of the date stated below and that as evidenced by his/her signature votes affirmatively to adopt the Third Amended Declaration of Restrictive Covenants for Covington Grove Subdivision which was approved at the Annual Homeowner's Association Meeting of April 17, 2001.

12 Deborah M. Larkin [Signature] 8-1-01  
(signature) (signature)

Deborah M. Larkin Stephen C. Larkin  
(print name) (print name)

34 [Signature] [Signature]  
(signature) (signature)

\_\_\_\_\_  
(print name) (print name)

22 Thomas G. Blair Leigh S. Blair 8/2/01  
(signature) (signature)

THOMAS A. BLAIR LEIGH S. BLAIR  
(print name) (print name)

29 Thomas G. Blair, Pres. [Signature] 8/2/01  
(signature) (signature)

THOMAS A. BLAIR BLAIR/RITTER, INC  
(print name) (print name)

15 Hilda P. Sanborn \_\_\_\_\_ 08-02-01  
(signature) (signature)

Hilda P. Sanborn \_\_\_\_\_  
(print name) (print name)

27 [Signature] \_\_\_\_\_ 08-02-01  
(signature) (signature)

JERRY C. BUSH \_\_\_\_\_  
(print name) (print name)

47 [Signature] Coned Trust Co. LLC 08-02-01  
(signature) (signature)

Michael Coffey \_\_\_\_\_  
(print name) (print name)

APPROVAL

The undersigned, by his/her signature, certify that he/she is the owner of a lot/lots of Covington Grove Subdivision indicated below as of the date stated below and that as evidenced by his/her signature votes affirmatively to adopt the Third Amended Declaration of Restrictive Covenants for Covington Grove Subdivision which was approved at the Annual Homeowner's Association Meeting of April 17, 2001.

<u>LOT #</u>	<u>OWNER(S)</u>		<u>DATE</u>
<u>35</u>	<u><i>Spike Harmon</i></u> (signature)	<u><i>Donna Harmon</i></u> (signature)	<u>8/15/01</u>
	<u>Spike Harmon</u> (print name)	<u>DONNA Harmon</u> (print name)	

APPROVAL

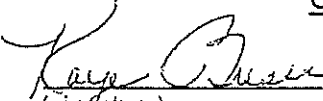
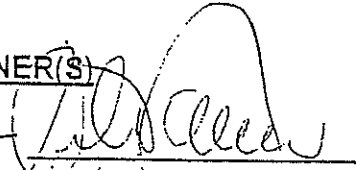
The undersigned, by his/her signature, certify that he/she is the owner of a lot/lots of Covington Grove Subdivision indicated below as of the date stated below and that as evidenced by his/her signature votes affirmatively to adopt the Third Amended Declaration of Restrictive Covenants for Covington Grove Subdivision which was approved at the Annual Homeowner's Association Meeting of April 17, 2001.

<u>LOT #</u>	<u>OWNER(S)</u>		<u>DATE</u>
<u>38</u>	<u>John R. O'Connor</u> (signature)	<u>Patricia O'Connor</u> (signature)	<u>August 9, 2001</u>
	<u>John R. O'Connor</u> (print name)	<u>Patricia O'Connor</u> (print name)	



APPROVAL

The undersigned, by his/her signature, certify that he/she is the owner of a lot/lots of Covington Grove Subdivision indicated below as of the date stated below and that as evidenced by his/her signature votes affirmatively to adopt the Third Amended Declaration of Restrictive Covenants for Covington Grove Subdivision which was approved at the Annual Homeowner's Association Meeting of April 17, 2001.

<u>LOT #</u>	<u>OWNER(S)</u>	<u>DATE</u>
<u>17</u>	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">             (signature)  <u>KAYE BUSER</u>            (print name)         </div> <div style="text-align: center;">             (signature)  <u>PETE BUSER</u>            (print name)         </div> </div>	<u>08/08/01</u>

ARTICLE I  
RECITALS

A. This Fourth Amended Declaration of Restrictive Covenants has been authorized and approved by more than two-thirds (2/3rds) of the Owners of Lots subject to the Restrictive Covenants. Each Owner approving, authorizing, and executing this Fourth Amended Declaration of Restrictive Covenants is the Owner as of the date hereof of the Lot or Lots indicated to the left of such Owner's signature hereon.

B. Except as specifically set forth herein, all capitalized terms shall have the same meaning as defined in the Restrictive Covenants, Amended Restrictive Covenants, and Second Amended Restrictive Covenants.

ARTICLE II  
ARTICLE IX AMENDMENT

Article IX, Section 1 of the Restrictive Covenants are hereby amended as follows:

Section 1: Setback Requirements for Lots. All minimum front yard setbacks are measured from the edge of the fronting right of way to the front façade of each Building and are shown on the Plat. The ARC shall review and determine, on an individual basis, the actual setback requirements for all Lots depending upon the Plans submitted for construction on each Lot, and the ARC may, in its discretion, require that the actual setback requirement for any lot be greater than as provided in the recorded plats and as provided in this Declaration. A minimum setback of fifty (50) feet is required on all side yards for Lots 11-30; for Lots 1-7 and 32-58, the minimum side setbacks shall be as reflected in the recorded plats and as approved by the ARC. On approval of a majority of the ARC, and approval by the affected contiguous lot owner, the minimum side setback line may be reduced up to a maximum reduction of 50% of required side setback (the "Side Setback Variance"). Such Side Setback Variance shall be evidenced by a writing signed by the Secretary of the Corporation certifying the required unanimous approval of the ARC



APPROVAL

The undersigned, by his/her signature, certify that he/she is the owner of a lot/lots of Covington Grove Subdivision indicated below as of April 11, 2002 and as of the date stated below and that as evidenced by his/her signature votes affirmatively to adopt the foregoing Fourth Amended Declaration of Restrictive Covenants for Covington Grove Subdivision which was approved at the Annual Homeowner's Association Meeting of April 11, 2002, and signed by Janet Henderson, President, of Covington Grove Homeowners Association, Inc. on April 11, 2002.

<u>LOT #</u>	<u>OWNER(S)</u>	<u>DATE</u>
<u>33, 39, 43, 45, 47,</u> <u>49, 51, 53, 55,</u> <u>57, 54, 52, 50,</u> <u>44, 42, 27</u>	TIMBERPEG CONSTRUCTION, LTD.  By: <u>[Signature]</u> Larry Smith President	<u>04-11-02</u>
11	<u>[Signature]</u> Venita Smith	_____
<u>32</u>	<u>[Signature]</u> (signature)  CHARLES D. CHARK (print name)	<u>[Signature]</u> (signature) Charles Clark P.O.A.  CINDY A. CHARK (print name)
<u>20</u>	<u>[Signature]</u> (signature)  _____ (print name)	<u>[Signature]</u> (signature)  Nelda GARY (print name)
<u>18 &amp; 16</u>	<u>[Signature]</u> (signature)  Marta Burch (print name)	<u>[Signature]</u> (signature)  John T Burch II P.O.A. Marta A Burch (print name)
<u>13</u>	<u>[Signature]</u> (signature)  Harold Cook (print name)	<u>[Signature]</u> (signature)  Barbara Cook (print name)

APPROVAL

The undersigned, by his/her signature, certify that he/she is the owner of a lot/lots of Covington Grove Subdivision indicated below as of April 11, 2002 and as of the date stated below and that as evidenced by his/her signature votes affirmatively to adopt the foregoing Fourth Amended Declaration of Restrictive Covenants for Covington Grove Subdivision which was approved at the Annual Homeowner's Association Meeting of April 11, 2002, and signed by Janet Henderson, President, of Covington Grove Homeowners Association, Inc. on April 11, 2002.

<u>26</u>	<u>Robert Henderson</u> (signature)	<u>Robert Henderson</u> (signature)
	<u>Janet Henderson</u> (print name)	<u>Janet Henderson</u> (print name)

<u>30</u>	<u>Brenda C. Fickler</u> (signature)	<u>B.C.F.</u> (signature)
	<u>Brenda C. Fickler</u> (print name)	<u>Brenda C. Fickler, Jr</u> (print name)

<u>41</u>	<u>Roger Thompson</u> (signature)	<u>Roger Thompson</u> (signature)
	<u>Roger Thompson</u> (print name)	<u>Betty Thompson</u> (print name)

<u>36</u>	<u>Chad Wheeler</u> (signature)	<u>Chad Wheeler</u> (signature)
	<u>Chad Wheeler</u> (print name)	<u>Chad Wheeler</u> (print name)

<u>19</u>	<u>Katherine W. Payne</u> (signature)	<u>Katherine W. Payne</u> (signature)
	<u>Katherine W. Payne</u> (print name)	<u>Katherine W. Payne</u> (print name)

<u>46</u>	<u>John Turner</u> (signature)	<u>Claudia Turner</u> (signature)
	<u>John Turner</u> (print name)	<u>Claudia Turner</u> (print name)

<u>47</u>	<u>Michelle Coffey</u> (signature)	<u>Michelle Coffey</u> (signature)
	<u>Michelle Coffey</u> (print name)	<u>Michelle Coffey</u> (print name)

APPROVAL

The undersigned, by his/her signature, certify that he/she is the owner of a lot/lots of Covington Grove Subdivision indicated below as of April 11, 2002 and as of the date stated below and that as evidenced by his/her signature votes affirmatively to adopt the foregoing Fourth Amended Declaration of Restrictive Covenants for Covington Grove Subdivision which was approved at the Annual Homeowner's Association Meeting of April 11, 2002, and signed by Janet Henderson, President, of Covington Grove Homeowners Association, Inc. on April 11, 2002.

15 Janet Henderson (signature) \_\_\_\_\_ (signature) \_\_\_\_\_

24 Hilda Sanborn (print name) \_\_\_\_\_ (print name) \_\_\_\_\_

24 Chris Patton (signature) \_\_\_\_\_ (signature) \_\_\_\_\_

35 Chris Patton (print name) \_\_\_\_\_ (print name) \_\_\_\_\_

35 Donna Harmon (signature) Spike Harmon (signature) 4/11/02

38 Donna Harmon (print name) Spike Harmon (print name)

38 J. Regis O'Connor (signature) Patricia O'Connor (signature) 4/11/02

40 J. Regis O'Connor (print name) Patricia O'Connor (print name)

40 Margaret G. Pender (signature) 4/11/02

\_\_\_\_\_ (print name) \_\_\_\_\_ (print name)

28 Darri Pinerola (signature) \_\_\_\_\_ (signature) 4/11/02

28 Darri Pinerola (print name) Darri Pinerola (print name)