

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

MAGNOLIA HILLS, SECTION 1

WARREN COUNTY, KENTUCKY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAGNOLIA HILLS, SECTION 1 ("Declaration") is made on August 29, 2019, by Magnolia Hills, LLC, a Kentucky limited liability company, Bowling Green, Kentucky ("Developer").

WHEREAS, the Developer is the owner of certain real property in Warren County, Kentucky, which is to be developed as a residential subdivision.

NOW THEREFORE, the Developer hereby declares that all of the property described in this instrument, and such additions as may be made pursuant to Article 1, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property. The easements, restrictions, covenants and conditions shall run with the real property and shall be binding on all parties having any right, title or interest in it, their heirs, successor and assigns, and shall inure to the benefit of each owner.

ARTICLE I – PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

SECTION 1. Existing Property. The real property ("Property") which is subject to this Declaration is located in Warren County, Kentucky, and is more particularly described as follows:

Lots 1 thru 104 of Magnolia Hills, Section 1, as shown upon the plat of record in Plat Book 43, Pages 73, 74 and 75, in the Office of the Warren County Clerk, to which plat reference is hereby made for a more complete description.

AND BEING A PART the same property conveyed to Magnolia Hills, LLC, a Kentucky limited liability company, by Deed from Greenwood Crossings, Inc., dated April 11, 2018, of record in Deed Book 1160, Page 635, in the Office of the Warren County Clerk.

All lots are subject to easements and rights of ways of record, as shown on the plat of record in Plat Book 43, Page 73, 74 and 75, in the Office of the Warren County Clerk.

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

- (a) Additions in Accordance with a General Plan of Development. The Developer intends to make Magnolia Hills, Section 1, a part of a larger community to be developed in accordance with current plans and known as Magnolia Hills, which shall include additional sections and include single-family residential units and multi-family residential units consisting of configurations from 2 (duplex) thru 8 (eight-plex) unit structures. Additional land may (but is not required to) be included by the Developer

as other Sections of Magnolia Hills and may include certain common properties. The Developer reserves the right to create cross easements and to restrict all properties according to the terms of this Declaration. The common benefit of the owners of any new lots which may become subjected to this Declaration and the common areas allocable to the owners of any new lots shall inure to the benefit of the owners of lots recorded earlier, each to enjoy the common areas of the other and to have and to hold the same as if each new lot had been developed and subject to this Declaration simultaneously.

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

- (b) Other Additions. Additional residential property and common areas which are not presently a part of the general plan of development may be annexed to Magnolia Hills, the Magnolia Hills Homeowners' Association.
- (c) Plat Changes. Except as hereinafter provided, no lot or lots shall be subdivided (i) except as such may become necessary in order to correct minor changes resulting from errors of survey in the platting of the Subdivision or (ii) unless the lot or lots resulting from such subdivision shall have a minimum of not less than that allowed by governmental bodies. In either of the events described in this section, the Developer may (i) subdivide or re-subdivide lots without the consent of any other lot Owners; and (ii) make other modifications to the recorded Plat of the Subdivision, including modifications to building setback lines or easements as may be permitted by applicable zoning ordinances without the consent of other lot owners.

ARTICLE II – USE RESTRICTIONS

SECTION 1. General Purpose of Restrictions. The real property described in this Declaration is subject to the covenants, restrictions, conditions, reservations, liens and charges hereby declared to insure the best use and most appropriate development and improvements of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites, as will depreciate the value of their property; to preserve, so far as practicable the natural beauty of said property; to guard against the erection thereon of poorly designed or portioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain property setbacks from streets and adequate for a high type of quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of building sites therein.

SECTION 2. Primary Use Restrictions. No lot shall be used except for private single-family residential purposes, except as allowed in this Declaration, and as allowed by the Developer in areas designated by Developer in future additions. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling, not to exceed 2 ½ stories in height, excluding the basement, and containing a garage for the sole use of the owner and occupants of the lot. An exception is made for the Developer (and any designated builder with permission from the Developer) who may place upon any lot model homes, sales or construction buildings, or trailers.

For purposes of this Declaration, there shall be specifically excluded from the meaning of the phrase "private single-family residential purposes," and shall not be permitted on any lot within Magnolia Hills regardless of whether any of the same would otherwise be permitted by an applicable zoning regulations or other governmental laws, rules or regulations, any uses which constitute or relate to (a) boarding houses, (b) lodging houses, (c) fraternities or sororities, (d) clubs, (e) hotels, (f) residences or homes for social rehabilitation, (g) nursing homes, (h) residences or homes for the aged or infirmed, or (i) programs with respect to which admission to residency in or occupancy of the premises is limited to or intended in whole or in part for persons in the custody of the criminal justice system or the juvenile justice system and/or persons engaged in the care, custody, nurturance or supervision of such persons.

SECTION 3. Nuisances. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

SECTION 4. Use of Other Structures and Vehicles.

- (a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds, field offices, and Porta Johns used by a builder or Developer, which shall be removed when construction or development is completed.
- (b) No outbuilding, trailer, tent, shack, garage, barn or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.
- (c) A lot owner shall not park or permit others to park vehicles or trailers which total over eight (8) feet in height or more than twenty-two (22) feet in length or any immobile motor vehicles on a permanent or regularly reoccurring basis in the driveways, front yards, side yards, streets, alley, any vacant lot, or in or along any public street rights-of-way in the subdivision. The vehicles referred to in this section by dimensions are intended to include, but are not limited to, semi-trucks and trailers, large vacation or recreation vehicles, two-ton or larger trucks, boats and trailers, and similar vehicles. No vehicle, trailer, boat, or camper of any type shall be permitted to be parked on any side yard or front yard. If a vehicle, trailer, boat, or camper of any type is parked in the rear yard it shall be concealed by a fence from view. No minibikes, go-carts, or vehicles of similar noise or speed shall be operated on sidewalks, vacant lots, or any other property covered by this Declaration, nor shall any such vehicles be operated upon any

vacant land within the subdivision. No trailer of any size may be parked in the front of the home or in the street on a regular or reoccurring basis. Vehicles matching the descriptions above are permitted to be kept in any garage on the property.

- (d) A lot owner shall not park or permit others to park any vehicle, boat, trailer or the like, whether mobilized or immobilized, on a permanent or regularly reoccurring basis, on the side or rear yard. Additionally, a lot owner shall not park or permit others to park any immobilized vehicle in driveway(s). The restrictions in this section shall not prohibit the Developer, builders, and/or subcontractors from utilizing vehicles, machinery, and equipment matching the descriptions above during construction or while maintaining a property.
- (e) The Developer reserves the right to adopt from time to time written uniform regulations regarding exterior recreational structures, including, but not limited to, children's playhouses and play swings. In that event, a written copy shall be provided to each lot owner.

SECTION 5. Animals. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes. Owners shall reasonably control dog barking to not be heard by neighbors. No household may have more than a total of four (4) household pets at one time. Pets shall be controlled by their Owners throughout the Subdivision, including, without limitation, all yards and streets, in such a manner as to not become an annoyance or nuisance to neighbors.

SECTION 6. Clothes Lines; Fences and Walls; Swimming Pools; Antennae and Receivers/Transmitters.

- (a) No outside clothes lines shall be erected or placed on any lot.
- (b) As a "structure" no fence or wall of any nature may be erected, placed or altered on any lot until construction plans are approved as provided in Article 3, Section 1 of these restrictions. All fences and walls shall be constructed so that the finished side thereof, as determined by the Developer in its sole discretion, shall face away from the lot upon which such fence or wall is constructed. No fence shall be higher than eight (8) feet or as allowed by the Planning Commission Only ornamental fences may be constructed, and any of said fences constructed in front of any front building setback line along a street may not exceed three and one-half (3 ½) feet in height. Ornamental fences may include attractive wood, masonry, ornamental aluminum, vinyl, and similar fences, but no chain link or woven wire fencing. Small dog runs or pens in rear yards may be chain link or woven wire, but must be set back 5 feet or more from the property lines. Any Such dog run may not exceed 100 square feet or be more than 5 feet in height and must be concealed from view with fencing. No building or fence shall be erected within the limits of an easement or landscape buffer.

- (c) No above ground swimming pools shall be erected or placed on any lot, unless the pool is concealed from view by a fence and from any street view
- (d) No antennae (except for standard small television antennae and small satellite receivers not exceeding twenty (20) inches in diameter) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless (i) the lot owner can show special circumstances requiring the use of extraordinary receivers or transmitters; (ii) the device is adequately screened or buffered by mature shrubbery or trees, by terrain or by fences or other structures; and (iii) its design and placement are approved by the Developer. By granting permission to a lot owner to erect receivers or transmitters, the Developer shall not be deemed to have waived this restriction as it may apply to other lots in Magnolia Hills.

SECTION 7. Duty to Maintain Lot.

- (a) From and after the date of purchase of a lot until construction of a single-family residence has begun, the Developer shall have the right to perform all maintenance on the lot, including, but not limited, to mowing. Each lot owner shall be assessed an annual fee payable in March for the first year following the date the lot owner acquires title to a lot, and for each year thereafter, as assessed by the Developer or the Magnolia Hills Homeowners' Association, to the lot owner in such reasonable amount as the Developer or the Magnolia Hills Homeowners' Association, determines necessary to maintain the lot. Each owner shall pay a prorated assessment on the day of receiving title to a lot in the form of a deed. In addition, any dead tree or stump upon any lot in Magnolia Hills shall be the primary responsibility of the lot owner to properly remove, and upon failure thereof, the Developer or the Magnolia Hills Homeowners' Association shall have the right to perform the required work and to seek all remedies under Article 5, Section 1 hereafter.
- (b) From and after the date of completion of construction of a single-family residence, it shall be the duty of each lot owner to establish a good turf, maintain erosion, and keep the grass on the lot properly cut (a properly cut lawn is a lawn not to exceed 5 inches in height), to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to maintain their lot in compliance with these restrictions, then the Developer and/or the Homeowners' Association may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall, immediately upon demand, reimburse the Developer and/or the Homeowners' Association, or other performing party; for all expenses incurred in so doing, together with allowable statutory interest, and the Developer and/or the Homeowners' Association shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any then existing first mortgage lien thereon.
- (c) Vacant lots still owned by the Developer or builder do not have to comply with the above two requirements.

SECTION 8. Duty to Repair and Rebuild.

- (a) Lot owners shall, at their sole cost and expense, maintain and repair their residence, keeping it in a condition comparable to that at the time of its initial construction, excepting only normal wear and tear.
- (b) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

SECTION 9. Business; Home Occupations. No noxious or offensive trade, activity, or business of any kind (and no practice of law, medicine, dentistry, chiropraxy, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. An exception is made for the development and promotion of Magnolia Hills, and home construction activities by the Developer and its designated builders. Notwithstanding the provisions hereof or of Article 2, Section 2, a house may be used by a builder thereof as a model home for display or for the builder's own office.

SECTION 10. Signs. Unless authorized by the Developer or the Homeowners' Association, no sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign by a real estate agent or lot owner advertising the sale or rent thereof, which shall not be greater in area than nine square feet each, and placed in the front yard only. However, the Developer and persons authorized by the Developer shall have the right to place larger and multiple signs anywhere upon a lot, common areas, landscape easements, and islands. Any unauthorized sign may be confiscated and disposed of in any way by anyone.

- (a) **Additional Sign Easement for Lots 1 and 104.** Lots 1 and 104, are subject to an Easement to the Developer (and eventually to the Magnolia Hills Homeowners' Association) for the purpose of erecting and maintaining signs for the Subdivision. No structure, improvement or driveway, except for originally-installed signs, lighting and landscaping related structures, shall be located in or on these Sign Easements. The Magnolia Hills Homeowners' Association shall maintain the signs, utilities, trees and shrubs which are located in the Sign Easement. These sign easements shall run with the land.

SECTION 11. Care of Property, Drainage, and Easements. A good turf shall be established and maintained by the lot owners and each lot owner shall be responsible for maintenance and grade elevation of the drainage swales on their lot or lots. The Developer has established certain grades for the Subdivision as required by the Planning and Zoning. Accordingly, it shall be each lot owner's sole responsibility to maintain their drainage easements and swales on their lot to provide proper surface water drainage for the Subdivision. If a lot owner fails to or does not properly maintain its lot's drainage easement and swales to provide proper surface water drainage ("Failing Owner") and such failure to maintain drainage easements and/or swales adversely affects the Developer, Builder, other lot owner, or the Homeowners' Association ("Affected Party"), then

such Affected Party may after providing notice and opportunity to repair to the Failing Owner, enter upon the premises of the Failing Owner for purposes of correcting and maintaining such drainage easements and swales, and the Affected Party shall have a mechanic's lien on the Failing Owner's Property for the costs so incurred. If the Failing Owner fails or refuses to pay such costs, the Affected Party may bring suit to enforce such lien rights. In such event, the Affected Party shall also be entitled to recovery of reasonable attorney's fees and costs incurred for bringing the suit. If at any time the easement of a lot is blocked or obstructed and access to any such easement by a public utility or public agency is necessary, the owner of the lot shall be responsible for the removal of any such easement obstruction at the owner's sole cost and expense.

All areas upon the recorded plat of the Subdivision which are designated as easements thereon are hereby reserved for the use of any and all public utilities for the installation of water, sewer and gas mains, for drainage above or underground, electric facilities and surface water drainage, subject at all time to the proper authorities. No structures or other improvements, planting or other materials (including but not limited to houses, fences, and landscaping) shall be erected or permitted to remain within said easements which may damage or interfere with the installation and maintenance of the utilities and drainage. The easements on each lot shall be maintained continuously by the owner of said lot so as not to change the intended direction of flow of surface water within said easement as said direction of flow is set forth in the site plan for the Subdivision filed with the OMPC. Any existing creeks, spillways, storm inlets, outflow structures, or other drainage way within the Subdivision shall be maintained by each lot owner affected thereby in its present condition so as to maintain thorough and clear surface water drainage along said waterway at all times, such lot owner being responsible to maintain that portion of said waterway which is located upon said owner's respective lot. Water from downspouts or other surface water drainage systems shall not be drained into or connected with the sanitary sewer system serving the lots in the Subdivision.

If any fence, structure, landscaping, and/or any other obstruction impedes any easement, the Developer and Homeowners' Association retain the right to remove the obstruction and return the easement to its intended use at the cost of the lot owner. The lot owner shall be responsible for reimbursing Developer or Homeowners' Association for all costs incurred in removing the obstruction. Furthermore, the Developer is not responsible to replace or pay for any obstruction it has removed.

SECTION 12. Disposal of Trash, Garbage, Rubbish, and/or Stored Materials. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers which must be stored in the side yard of a lot, back yard of a lot, or garage, and out of view from the street. There is an exception for the Developer and authorized builders while constructing for present construction of homes or development of the lots. There may also be exceptions for lot owners who obtain permission from the Developer and/or the Homeowners' Association for events such as, but not limited to, a remodel. The Developer may store materials on any lot. Designated builders may request permission from the Developer to store materials, which permission may be given in the Developer's sole discretion.

SECTION 13. Rules for Common Areas. The Homeowners' Association is authorized to adopt rules for the use of common areas and such rules shall be furnished in writing to the lot owners.

ARTICLE III – ARCHITECTURAL CONTROL

SECTION 1. Approval of Construction and Landscape Plans.

- (a) There shall be an Architectural Control Committee (“ACC”) which shall have the absolute right, in its unquestioned discretion, to make all decisions regarding compliance with the restrictions of the Sections in Article III. The Developer shall have the right to determine all designs and landscaping prior to the sale of a lot to a builder and first occupant. The Developer or its successors shall be the ACC until it gives notice to the Homeowners’ Association that the Homeowners’ Association will take over the ACC. The Homeowners’ Association shall then call a special meeting of the members to elect a new ACC.
- (b) No structure may be erected, placed or altered on any lot until the construction plans and building specifications have been approved by the ACC, which will not be unreasonably withheld. The ACC must approve in writing these plans unless the plans are made by a pre-approved builder as listed in Article III, Section 2(b).
- (c) References to “structure” in this paragraph shall include any building (including a garage) fence, wall, antennae (except for standard small television antennae and small satellite receivers not exceeding twenty (20) inches in diameter), and microwave and other receivers and transmitters (including those currently called “satellite dishes”).
- (d) The ACC’s approval or disapproval as required in these covenants shall be in writing. In the event the ACC, or its designated representative, fails to approve or disapprove, within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related Covenants shall be deemed to have been fully complied with.

SECTION 2. Building Materials; Builder; Paint Colors; Foundation.

- (a) The exterior building material of all structures shall extend to ground level. All exterior building material shall be either brick, stone, cultured stone, stucco, vinyl, aluminum, concrete composite, LP or hardiboard, wood or wood products, or a combination of any two or more of these materials. At least 30% of the exterior shall be comprised of brick, LP or hardiboard on the exterior. The Developer recognizes that the appearance of other exterior building materials may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials.
- (b) The ACC must approve in writing any contractor for the purpose of constructing residences upon the property subject to this Declaration. As of this date the only pre-approved builder is Jagoe Homes, Inc. These pre-approved builders do not have to be approved in writing.

The Developer makes this requirement in order to maintain a high quality of construction within the subdivision.

SECTION 3. Minimum Floor Areas.

(a) **Lots 1 thru 104 of Magnolia Hills, Section 1:** No single-family dwelling shall have floor area less than 1,000 square feet, including first and second floor areas of heated/cooled living space. Such minimums shall be exclusive of and covered porches. All single-family dwellings shall contain at least a one-car attached garage.

SECTION 4. Setbacks. No structure shall be located on any lot nearer to the front lot line or the side street line than the building setback lines shown on the recorded plat. The Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations. Where building setback lines are not indicated on the recorded plat, there shall be a five (5) foot side line restriction, meaning that no building, including storage buildings, shall be placed closer than five (5) feet to the side property line.

SECTION 5. Storage and Out Buildings. Each lot owner, except those prohibited under Article II, Section 6(g) shall be permitted to place on their lot one storage building or yard barn not to exceed two hundred (200) square feet with exterior walls not to exceed eight (8) feet in height, as measured from the surface of the floor, excluding gables. All storage buildings shall have the same siding and be color coordinated with the colorings of the dwelling, including siding and roofs.

SECTION 6. Miscellaneous Buildings. Any other building not listed above must be approved by the ACC before construction begins.

SECTION 7. Garages; Carports. All single-family dwellings shall have a garage, as stated in Article III, Section 3, unless otherwise approved in writing by the Developer. No detached garages or carports are allowed unless otherwise approved in writing by the Developer. Detached garages, as structures, are subject to prior plan approval under Article III, Section 2, hereof.

SECTION 8. Basketball Hoops/Basketball Goals. A lot owner may install a permanent basketball hoop visible from the street, as long as the structure supporting the basketball hoop is permanently buried in the ground outside of any easement. If the lot owner has a portable basketball hoop, it must remain in the rear yard.

SECTION 9. Landscaping, Sidewalks; Driveways; Trees.

- (a) Within sixty days of the final completion of construction of a residence, the lot owner shall grade, seed, and landscape the lot. Developer in its sole discretion may extend or postpone this time limit to allow for weather conditions.
- (b) On streets where sidewalks are required by subdivision regulation, each lot owner shall cause a sidewalk to be constructed on each lot within six months from the date of the

original building permit. The Developer in its sole discretion may extend or postpone this time limit to allow for weather conditions.

- (c) Each lot owner shall have a driveway with a permanent constructed surface of concrete.
- (d) Upon a lot owner's failure to comply with the provision of this Section 9, the Developer may take such action as necessary to comply therewith, and the lot owner shall immediately, upon demand, reimburse the Developer or other performing party for all expenses incurred in doing so, together with allowable statutory interest, and the Developer shall have a lien for such expenses and statutory interest on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

SECTION 10. Mail and Paper Boxes. All cluster mail box locations shall be determined by the USPS postmaster and will be identical in nature as approved by the Developer. Replacement of mailboxes shall be only with mailboxes which are as nearly similar to the original boxes and supporting posts in construction and color as practicable. Paper holders are not allowed upon any lot unless the Postmaster determines at any time in the future to allow delivery of mail to individual lots.

ARTICLE IV – HOMEOWNERS' ASSOCIATION

SECTION 1. Homeowners' Association. The Magnolia Hills Homeowners' Association, Inc. ("Homeowners' Association") has been created to maintain common areas, composed of open spaces, entrance signage, fencing, landscaping, walking trails, retention lakes and the clubhouse and related amenities, including, without limitation, any swimming pool(s) or similar features associated with the clubhouse. Owners of lots in Magnolia Hills shall be members of the Homeowners' Association and subject to the membership obligations established in this instrument, including association rules adopted under Article II, Section 13, and its operating By-laws.

SECTION 2. Land to be Conveyed to Homeowners' Association; Land to be Maintained. Various common areas, including the clubhouse (and related amenities), walking trails and retention lakes will be conveyed to the Homeowners' Association or the Sub-Association from Magnolia Hills, LLC at some point during the development of the Subdivision. The Homeowners' Association or Sub-Association will maintain and keep the common areas conveyed to them as part of the Homeowners' Association and Sub-Association's duties.

SECTION 3. Lot Owners' Easement of Enjoyment. Every lot owner shall have a right and easement of enjoyment in and to the common areas, subject to the exceptions herein, which shall be appurtenant to and shall pass with the title to every lot. "Common area(s)" means and refers to all non-residential lots and areas, which are shown on any recorded final subdivision plat within any portion of Magnolia Hills made subject to the Homeowners' Association, together with all other improvements owned or to be owned by the Homeowners' Association or Sub-Association. The right of enjoyment is subject to the following provisions:

- i. The right of the Homeowners' Association to borrow money for the purpose of improving the common areas or for construction, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or a part of the common areas.
- ii. The right of the Homeowners' Association to suspend the voting rights and the right to use common areas for any period during which any assessment against a lot remains unpaid, and for a period of time for any infraction of its published rules and regulations.
- iii. The right of the Homeowners' Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as maybe agreed to by the Homeowners' Association and such agency, authority or utility. The Developer may dedicate utility or service easements at its sole discretion so long as there is in existence the Class B membership in accordance with Section 16, and so long as additions are permitted under Article I, Section 2.

SECTION 5. Delegation of Use. Lot owners may delegate, in accordance with the Bylaws, their right of enjoyment to the common areas to the members of their families or to their tenants or contract purchasers who reside on the property. Membership in the Homeowners' Association or Sub-Association may not be conveyed separately from ownership of the lot.

SECTION 6. Homeowners' Association Right of Entry. The authorized representative of the Homeowners' Association or Sub-Association shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot or in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common areas, or any equipment, facilities or fixtures affecting or serving other lots or the common areas or to make any alteration required by a governmental authority.

SECTION 7. Assessments; Creation of the Lien and Personal Obligation. Each lot owner, except the Developer, by acceptance of a deed for a lot, whether or not it shall be expressed in such deed, covenants and agrees to pay to the Homeowners' Association (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. The Developer shall be responsible for the maintenance costs of the Homeowners' Association or Sub-Association, incurred over and above assessed amounts payable to the Homeowners' Association or Sub-Association by the lot owners, until the Developer transfers control of the Homeowners' Association and Sub-Association. Maintenance cost overruns funded by the Developer are an obligation of the Homeowners' Association or Sub-Association, which shall be repaid to the Developer from future surpluses. The annual, monthly (when applicable), and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by

them. Provided, however, and as an exception to the above, each final platted lot owned by the Developer that is not sold to a third party within 24 months of said final platting, shall be fully subject to all assessments thereafter from that date forward.

SECTION 8. Purpose of Assessments.

- (a) The assessments levied by the Magnolia Hills Homeowners' Association shall be used exclusively to promote the health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties and services devoted to this purpose, or for the use and enjoyment of the common areas, including but not limited to, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common areas, maintenance of signs, landscaping, and easements, the procurement of assessments, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Homeowners' Association when necessary, and such other needs as may arise. The Magnolia Hills Homeowners' Association shall maintain, operate and repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the common areas, open spaces, signs, landscaping located in landscaping easements, easements, entranceways, community signage, lakes areas, walking trails, the Clubhouse (and related amenities) and other improvements.
- (b) It is further recognized and understood that it is anticipated that the Developer will be selling property to the Homeowners' Association or Sub-Association for the use and ownership by such Association at the properties then determined price, which shall be at the Developer's "cost", which includes both cost of the original land and proper allocable development costs to the subject property.

As soon as the first lot is sold in Magnolia Hills, Section 1, the Homeowners' Association, and Sub-Association if applicable, shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefitting the Magnolia Hills Community as permitted in this Declaration.

SECTION 9. Maximum Assessments.

The initial maximum annual assessment shall be set at a rate not to exceed \$200.00 per year (payable annually), per lot, and may be increased each year thereafter by not more than 15% above the assessment for the previous year without a vote. If the increase exceeds said specified percentage, it shall require at least a simple majority vote of each class of members pursuant to the By-laws.

- (b) The Board of Directors of the Magnolia Hills Homeowners' Association shall fix the annual assessment which assessment amounts shall not exceed the maximum described above. The Board of Directors shall determine when the assessments shall be paid.

SECTION 10. Special Assessments for Capital Improvement. In addition to the annual assessments, authorized above, the Homeowners' Association may levy, in any assessment year,

a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon a common area, including fixtures and personal property related thereto. Any such assessment shall have the assent of the members of the Homeowners' Association in accordance with the Bylaws.

SECTION 11. Uniform Rate of Assessment; Exception. Except as otherwise provided herein, annual, monthly assessments, if applicable, and special assessments, shall be fixed at a uniform rate of all lots except those unimproved and unoccupied lots owned by the Developer or a builder. The Board of Directors may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence. Provided, any said waiver provided shall not require said waiver to be done in the future.

SECTION 12. Date of Commencement of Assessments; Due Date; Method of Payment. The annual assessments provided for herein shall begin as to any lot subject to the assessment as of the first March 1 following the time the lot is deeded to a third party.

SECTION 13. Effect of Nonpayment of Assessments; Remedies of the Homeowners' Association. Any assessment not paid by the due date shall bear interest from the due date at the rate of 18% per annum or maximum rate of interest then allowable by Kentucky law, whichever is greater. Provided, if said otherwise applicable rate would exceed any applicable usury rate limit, the rate shall correspond to said usury rate limit. The Homeowners' Association or Sub-Association may bring an action at law against the lot owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of a lot.

SECTION 14. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any then existing first mortgage. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer (but shall not extinguish all personal liability therefor pursuant to Section 13 above). No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien.

SECTION 15. Membership. The Developer and every owner of a lot which is subject to an assessment shall be a member of the Magnolia Hills Homeowners' Association. Such owner and member shall abide by Homeowners' Association's Bylaws, Articles of Incorporation to be recorded in the office of the Clerk of Warren County, Kentucky, its rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Homeowners' Association's Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Homeowners' Association shall be a non-profit corporation.

SECTION 16. Classes of Membership. The Homeowners' Associations shall have classes of voting membership:

- (a) Class A. Class A members shall be all lot owners, with the exception of the Developer.
- (b) Class B. The only Class B member shall be the Developer. The Class B membership shall cease and be converted to Class A membership on the happening of any of the events specified in paragraph (c) below, items "(i)", or "(ii)", whichever occurs earlier.
- (c) Each member shall have one vote with respect to each lot owned by such member, but a Class A member shall not be entitled to exercise any vote until the earlier of (i) when, in its discretion, the Developer so determines; or (ii) when 100% of the lots which may be developed as described in Article I, Sections 1 and 2 have been sold by Developer and residences have been constructed thereon.
- (d) The first-Class A meeting shall occur at a public meeting place in close proximity to Magnolia Hills. Notice of the date, time, and place of the meeting will be mailed to lot owners in advance. Thereafter, the Homeowners' Association or Sub-Association shall meet once a year, or more frequently, and may elect such officers as it sees fit. No further notice shall be required for annual meetings. The Association shall give notice of special meetings to members by United States First Class Mail deposited in the mail at least twenty (20) days before a meeting.

SECTION 17. Organization of Homeowners' Associations. The Homeowners' Association, and Sub-Association, if applicable, shall consist of one nominated member of each family or entity which owns any lot in the subdivision and shall be succeeded in the Association as a member by their successors or assigns. The members (based upon voting rights as above set forth) shall organize, establish Bylaws and regulations for the operations of said Association for the primary duty of collecting annual fees, and other fees and assessments, and expending said sums for the maintenance of all common areas and street medians as set forth on the recorded plat, and to construct capital improvements approved by the Association.

Administration, Bylaws, rules and regulations, election of officers, and places of meeting, shall be conducted and established by a majority of the Homeowners' Association or Sub-Association with a majority consisting of 51% of the voting members attending any called meeting. A meeting shall be called by letter deposited and delivered to each lot owner by regular mail.

SECTION 18. Limitations Upon Homeowners' Associations. For purposes of clarification, the Homeowners' Association or Sub-Association shall have no direct involvement in the development of Magnolia Hills, nor shall it have any rights as to any matter or provision set forth in Articles I, II, III, and V, unless expressly referenced therein. Instead, the Developer, or the Developer's assigns, shall have all rights and privileges applicable thereto.

SECTION 19. Duty of Homeowners' Association to Sue. If a lot owner brings to the attention of the Homeowners' Association, or Sub-Association, if applicable, a potential violation of this Declaration, the Homeowners' Association, or Sub-Association, shall take a vote at the next

regularly scheduled meeting as to whether or not the Homeowners' Association or Sub-Association shall take any action against the potential violating party. If the vote is affirmative to take action, the aggrieved lot owner shall defer to the Homeowners' Association or Sub-Association in the action. If the vote is negative, and the Homeowners' Association or Sub-Association decides to take no action, the aggrieved lot owner may not force the Homeowners' Association or Sub-Association to take action. However, non-action by the Homeowners' Association or Sub-Association will not prevent the aggrieved lot owner from taking action at the lot owners' sole expense.

ARTICLE V – GENERAL PROVISIONS

SECTION 1. Enforcement. Enforcement of these restrictions shall be proceedings at law or in equity, brought by any lot owner or by the Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. If any lot owner, the Homeowners' Association, the Sub-Association, or the Developer is required to employ legal counsel to enforce any of the provisions or restrictions of this Declaration or exercise any of the remedies provided for herein, the party violating a provision or restriction of this Declaration shall pay all legal expenses, including court costs and reasonable attorney fees, incurred by the party enforcing these restrictions. The party enforcing these restrictions shall have a lien on the lot of the party violating these restrictions to secure payment of all such legal expenses, which lien may be enforced in the same manner as the liens provided in Article IV, Section 7, Article IV, Section 13, and Article IV, Section 14 of this Declaration. Failure of any lot owner or Developer to demand or insist upon observance of any of these restrictions, or the proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions and the exercise of any remedy provided for herein or, at law in equity shall not preclude the exercise of any other remedy available at law or in equity.

SECTION 2. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

SECTION 3. Restrictions Run with Land. Unless cancelled, altered or amended under the provisions of this paragraph, the provisions of this Declaration shall run with the land and shall be binding on the lots, the owners of each lot and all parties claiming under them, for a period of thirty (30) years from the date this Declaration is recorded. After such thirty (30) years, this Declaration shall be deemed extended automatically for successive periods of ten (10) years, unless and until an instrument signed by at least seventy-five percent (75%) of the lot owners of the lots subject to this Declaration has been recorded in the aforesaid Clerk's office, agreeing to change this Declaration in whole or in part and the term hereof; provided, however, that if the Developer, its designated successors or assigns, as applicable, then owns any lot, or any portion of Magnolia Hills, or if any portion of Magnolia Hills remains unplatted as a phase, this Declaration may not be so changed in whole or in part without the prior written consent of the Developer in its sole discretion. From the date of this Declaration and for so long hereafter as the Developer, its designated successors or assigns, as applicable, owns any lot or any portion of Magnolia Hills or holds option rights on contiguous property thereto as set forth in Article 1 above (i) this Declaration may hereafter be unilaterally amended by the Developer to bring the terms and provisions hereof

in compliance with any applicable governmental law, rule, regulation, order, decree, judgment or ordinance; (ii) the Developer may otherwise unilaterally amend this Declaration as the Developer may elect in its sole discretion, provided, that any such amendment in the sole judgment of the Developer under this subpart "(ii)" shall not materially adversely affect the then existing private single-family residential nature of the developed sections of Magnolia Hills; (iii) the Developer may also amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (iv) the Developer may unilaterally change any lot designated as residential to recreational usage after first obtaining written approval of the adjoining contiguous property owners, and (v) the Developer may otherwise unilaterally release any building plat from any part of the covenants and restrictions which have been violated including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto, if the Developer in its sole judgment determines such violation to be a minor violation. At such time as neither the Developer, its designated successors or assigns, as applicable, owns any lot or any portion of Magnolia Hills or still holds said option rights, or upon such earlier date as the Developer may elect in its sole discretion by written notice given to the Board of Directors of the Homeowners' Association, this Declaration may thereafter be cancelled, altered or amended by the recordation of a document in the aforesaid Clerk's Office in which the Board of Directors of Homeowners' Association certifies that such cancellation, alteration or amendment was executed by the owners of seventy-five percent (75%) of the lots subject to this Declaration.

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

SECTION 5. Non-Liability of the Directors and Officers. Neither the Developer nor the Directors or officers of the Homeowners' Association shall be personally liable to the lot owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The lot owners shall indemnify and hold harmless each of the Directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws.

SECTION 6. Amendments to Declaration. The Developer may from time to time elect in its discretion, and without need for the consent from any other person or entity, record for future development, Amended Declarations of Covenants, Conditions and Restrictions in the aforesaid Clerk's office, to supplement the Original Declaration, and pursuant to which Amended Declaration the Developer may impose on the future development subject thereto, rights, privileges, covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, easements, assessments, charges and liens, and provisions other than those set forth in this Declaration, which may be more or less restrictive than those set forth in this Declaration as the Developer may elect in its sole discretion and which shall control over the provisions of this Declaration, taking into account the unique and particular aspects of future development. Provided, that any of same imposed by such Amended Declaration shall not materially adversely affect the existing single family residential nature of the other developed sections of Magnolia Hills. Such Amended Declaration may further provide for a sub-Homeowners' Association for said future

development and for the right of such sub-Homeowners' Association to assess lot owners within specifically the future development and to place liens upon the lots therein for the purposes described in such Amended Declaration. It being acknowledged and agreed that any such Amended Declaration to accommodate the sale and/or development of multi-family units in Magnolia Hills, the equal standing/membership and representation of such multi-family unit(s) owners on the Board of Directors of the Homeowners' Association and/or in the Homeowners' Association or sub-Homeowners' Association, and with regard to use of common areas in Magnolia Hills, shall not be deemed or considered to materially adversely affect the existing single-family residential nature of the other developed sections of Magnolia Hills.

SECTION 7. Developer's Determination Binding. In the event of any dispute or disagreement between any lot owner relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Developer shall be final and binding on each and all such lot owners so long as the Developer continues as a Class B member as above set forth in the Homeowners' Association.

SECTION 8. Assignability of Developer's Rights. All references herein to the "Developer" shall include any entity, person or association to whom Developer may assign its rights hereunder, whereby said successor assumes all obligations of the Developer hereunder. In that event, the Developer shall have no future liability or responsibility for actions of the successor hereunder.

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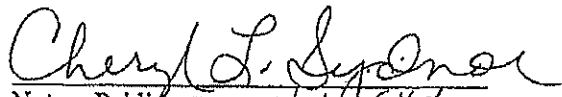
WITNESS the signature of the Developer by its duly authorized member, on this the 29th day of August 2019.

Magnolia Hills, LLC



By: George Vogler
Its: Member

STATE OF KENTUCKY
COUNTY OF WARREN

The foregoing Declaration was subscribed, sworn to and acknowledged before me this the 29th day of August, 2019, by George Vogler, as Member, of Magnolia Hills, LLC, a Kentucky limited liability company, Developer herein.


Notary Public: Cheryl L. Sydnor
My commission expires: 5/1/21
578605

Prepared by and, after recording,
should be returned to:


Michael S. Vitale, Esq.
English Lucas Priest & Owsley, LLP
1101 College Street
Bowling Green, Kentucky 42101

DOCUMENT NO: 1899787
RECORDED: August 30, 2019 08:48:00 AM
TOTAL FEES: \$38.00
COUNTY CLERK: LYNETTE YATES
DEPUTY CLERK: BAILEY ADAMS
COUNTY: WARREN COUNTY
BOOK: D1191 PAGES: 742 - 759

FIRST AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
MAGNOLIA HILLS, SECTION 1
WARREN COUNTY, KENTUCKY

THIS FIRST ("First Amendment") is made on January 9, 2020, by **Magnolia Hills, LLC**, a Kentucky limited liability company ("Developer"), whose mailing address 2137 Glen Lily Road, Bowling Green, Kentucky 42101, as an amendment to the Declaration of Covenants, Conditions and Restrictions for Magnolia Hills, Section 1, executed on August 29, 2019.

WHEREAS, the Developer made and declared the Declaration of Covenants, Conditions and Restrictions of Magnolia Hills, Section 1, on August 29, 2019, which is of record in Deed Book 1191, Page 742, in the office of the Warren County Clerk ("Original Declaration"); and

WHEREAS, this First Amendment is necessary and desirable to add Lots 105 thru 114 of Magnolia Hill, Section 1, as shown upon the plat of record in Plat Book Plat Book 43, Pages 164, 165 and 166, in the Office of the Warren County Clerk, to the covenants, conditions and restrictions of the Original Declaration; and

WHEREAS, the Developer is the owner of said Lots 105 thru 114 of Magnolia Hill, Section 1; and

WHEREAS, the Developer has the power to make this change pursuant to Article I, Section 2 and Article V, Section 6 of the Original Declaration.

NOW THEREFORE, in accordance with the foregoing preambles, all of which are hereby incorporated herein by this reference, Developer hereby declares that Lots 105 thru 114 of Magnolia Hill, Section 1, shall be made a part of and subject to the Original Declaration, by reference thereto, and shall be owned, held, used, developed, leased, conveyed and occupied, subject to the conditions and restrictions set forth in the Original Declaration. Furthermore, the following amendments shall be made to the Original Declaration:

1. Article I, Section 1. Existing Property, is hereby amended and replaced in its entirety with:

The real property ("Property") which is subject to this Declaration is located in Warren County, Kentucky, and is more particularly described as follows:


Lots 1 thru 114 of Magnolia Hills, Section 1, as shown upon the plat of record in Plat Book 43, Pages 164, 165 and 166, in the Office of the Warren County Clerk, to which plat reference is hereby made for a more complete description.

AND BEING A PART the same property conveyed to Magnolia Hills, LLC, a Kentucky limited liability company, by Deed from Greenwood Crossings, Inc., dated April 11, 2018, of record in Deed Book 1160, Page 635, in the Office of the Warren County Clerk.

All lots are subject to easements and rights of ways of record, as shown on the plat of record in Plat Book 43, Pages 164, 165 and 166, in the Office of the Warren County Clerk.

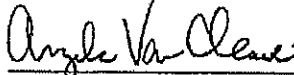
2. All terms of the Original Declaration are incorporated herein by this reference to the extent such terms are not in conflict with the terms of this First Amendment. In the event of a conflict between a term(s) of this First Amendment and term(s) of the Original Declaration, the term(s) of this First Amendment will govern and supersede.

WITNESS the signature of the Developer by its duly authorized member, on this the 9th day of January, 2020.

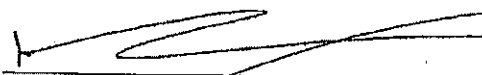
Magnolia Hills, LLC

By: George Vogler
Its: Member

STATE OF KENTUCKY
COUNTY OF WARREN

The foregoing First Amendment To The Declaration Of Covenants, Conditions And Restrictions For Magnolia Hills, Section 1 Declaration was subscribed, sworn to and acknowledged before me this the 9th day of January, 2020, by George Vogler, as Member and authorized representative of Magnolia Hills, LLC, a Kentucky limited liability company, Developer herein.


ANGELA VAN CLEAVE
Notary Public: 12-18-2022
My commission expires: NOTARY ID: 612734

Prepared by and, after recording,
should be returned to:


Michael S. Vitale, Esq.
English Lucas Priest & Owsley, LLP
1101 College Street
Bowling Green, Kentucky 42101

DOCUMENT NO: 1124209
RECORDED: January 18, 2020 01:17:00 PM
TOTAL FEES: \$50.00
COUNTY CLERK: LYNETTE YATES
DEPUTY CLERK: LINDA BEACH
COUNTY: WARREN COUNTY
BOOK: D1199 PAGES: 302 - 303

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
MAGNOLIA HILLS, SECTION 1
WARREN COUNTY, KENTUCKY**

THIS SECOND ("Second Amendment") is made on April 2, 2020, by **Magnolia Hills, LLC**, a Kentucky limited liability company ("Developer"), whose mailing address 2137 Glen Lily Road, Bowling Green, Kentucky 42101, as an amendment to the Declaration of Covenants, Conditions and Restrictions for Magnolia Hills, Section 1, executed on August 29, 2019, and amended on or about January 9, 2020.

WHEREAS, the Developer made and declared the Declaration of Covenants, Conditions and Restrictions of Magnolia Hills, Section 1, on August 29, 2019, which is of record in Deed Book 1191, Page 742, in the office of the Warren County Clerk ("Original Declaration"); and

WHEREAS, the Developer amended the Original Declaration by a certain First Amendment to the Declarations of Covenants, Conditions and Restrictions of Magnolia Hills, Section, maded on or about January 9, 2020, which is of record in Deed Book 1199, Page 302, in the office of the Warren County Clerk (said First Amendment and the Original Declaration hereinafter being one and the same "Original Declaration.")

WHEREAS, this Second Amendment is necessary and desirable to add Lots 115, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133 and 134 of Magnolia Hill, Section 1, as shown upon the plat of record in Plat Book Plat Book 43, Page 395, in the Office of the Warren County Clerk, to the covenants, conditions and restrictions of the Original Declaration; and

WHEREAS, the Developer is the owner of said Lots 115, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133 and 134 of Magnolia Hill, Section 1; and

WHEREAS, the Developer has the power to make this change pursuant to Article I, Section 2 and Article V, Section 6 of the Original Declaration.

NOW THEREFORE, in accordance with the foregoing preambles, all of which are hereby incorporated herein by this reference, Developer hereby declares that Lots 115, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133 and 134 of Magnolia Hill, Section 1, shall be made a part of and subject to the Original Declaration, by reference thereto, and shall be owned, held, used, developed, leased, conveyed and occupied, subject to the conditions and restrictions set forth in the Original Declaration. Furthermore, the following amendments shall be made to the Original Declaration:

1. Article I, Section 1. Existing Property, is hereby amended and replaced in its entirety with:

The real property ("Property") which is subject to this Declaration is located in Warren County, Kentucky, and is more particularly described as follows:

Lots 1 thru 134 (excluding reference to a Lot 116) of Magnolia Hills, Section 1, as shown upon the plat of record in Plat Book 43, Pages 164, 165, 166, 395 and 396 in the Office of the Warren County Clerk, to which plat reference is hereby made for a more complete description.

AND BEING A PART the same property conveyed to Magnolia Hills, LLC, a Kentucky limited liability company, by Deed from Greenwood Crossings, Inc., dated April 11, 2018, of record in Deed Book 1160, Page 635, in the Office of the Warren County Clerk.

All lots are subject to easements and rights of ways of record, as shown on the plat of record in Plat Book 43, Pages 164, 165, 166, 395 and 396 in the Office of the Warren County Clerk.

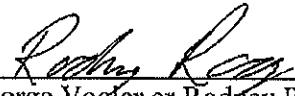
2. All terms of the Original Declaration are incorporated herein by this reference to the extent such terms are not in conflict with the terms of this Second Amendment. In the event of a conflict between a term(s) of this Second Amendment and term(s) of the Original Declaration, the term(s) of this Second Amendment will govern and supersede.

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Signature Page Follows.

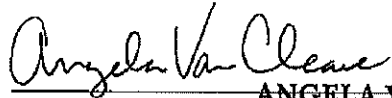
WITNESS the signature of the Developer by its duly authorized member as of the date first written above.

Magnolia Hills, LLC

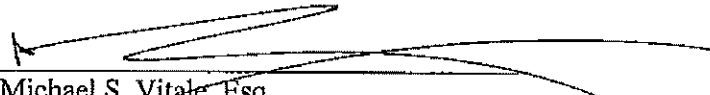

By: George Vogler or Rodney Rogers
Its: Member

STATE OF KENTUCKY
COUNTY OF WARREN

The foregoing ^{second} ~~first~~ Amendment To The Declaration Of Covenants, Conditions And Restrictions For Magnolia Hills, Section 1 Declaration was subscribed, sworn to and acknowledged before me this the 2nd day of April, 2020, by Rodney Rogers, as Member and authorized representative of Magnolia Hills, LLC, a Kentucky limited liability company, Developer herein.


Notary Public: ANGELA VAN-CLEAVE
My commission expires: 12-18-2022
Notary ID No.: NOTARY ID: 612734

Prepared by and, after recording,
should be returned to:


Michael S. Vitale, Esq.
English Lucas Priest & Owsley, LLP
1101 College Street
Bowling Green, Kentucky 42101

THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
MAGNOLIA HILLS, SECTION 1
WARREN COUNTY, KENTUCKY

THIS THIRD ("Third Amendment") is made on May 11, 2021, by **Magnolia Hills, LLC**, a Kentucky limited liability company ("Developer"), whose mailing address 2137 Glen Lily Road, Bowling Green, Kentucky 42101, as an amendment to the Declaration of Covenants, Conditions and Restrictions for Magnolia Hills, Section 1, executed on August 29, 2019, and amended on or about January 9, 2020.

WHEREAS, the Developer made and declared the Declaration of Covenants, Conditions and Restrictions of Magnolia Hills, Section 1, on August 29, 2019, which is of record in Deed Book 1191, Page 742, in the office of the Warren County Clerk ("Original Declaration"); and

WHEREAS, the Developer amended the Original Declaration by a certain First Amendment to the Declarations of Covenants, Conditions and Restrictions of Magnolia Hills, Section 1, made on or about January 9, 2020, which is of record in Deed Book 1199, Page 302, in the office of the Warren County Clerk, and by a certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Magnolia Hills, Section 1, made on or about April 2, 2020, which is of record in Deed Book 1203, Page 688, in the office of the Warren County Clerk (said Amendments and the Original Declaration hereinafter being one and the same "Original Declaration.")

WHEREAS, this Third Amendment is necessary and desirable to add Lots 135 thru 226 of Magnolia Hill, Section 1, as shown upon the plat of record in Plat Book Plat Book 44, Page 121, in the Office of the Warren County Clerk, to the covenants, conditions and restrictions of the Original Declaration; and

WHEREAS, the Developer is the owner of said Lots 136 thru 226 of Magnolia Hill, Section 1; and

WHEREAS, the Developer has the power to make this change pursuant to Article I, Section 2 and Article V, Section 6 of the Original Declaration.

NOW THEREFORE, in accordance with the foregoing preambles, all of which are hereby incorporated herein by this reference, Developer hereby declares that Lots 136 thru 226 of Magnolia Hill, Section 1, shall be made a part of and subject to the Original Declaration, by reference thereto, and shall be owned, held, used, developed, leased, conveyed and occupied, subject to the conditions and restrictions set forth in the Original Declaration. Furthermore, the following amendments shall be made to the Original Declaration:

1. Article I, Section 1. Existing Property, is hereby amended and replaced in its entirety with:

The real property ("Property") which is subject to this Declaration is located in Warren County, Kentucky, and is more particularly described as follows:

Lots 1 thru 226 (excluding reference to a Lot 116) of Magnolia Hills, Section 1, as shown upon the plat(s) of record in Plat Book 43, Pages 164, 165, 166, 395 and 396 and Plat Book 44, Pages 121, 122 and 123, in the Office of the Warren County Clerk, to which plat(s) reference is hereby made for a more complete description.

AND BEING A PART the same property conveyed to Magnolia Hills, LLC, a Kentucky limited liability company, by Deed from Greenwood Crossings, Inc., dated April 11, 2018, of record in Deed Book 1160, Page 635, in the Office of the Warren County Clerk.

All lots are subject to easements and rights of ways of record, as shown on the plat(s) of record in Plat Book 43, Pages 164, 165, 166, 395 and 396, and ~~Deed~~ ^{Plat} Book 44, Pages 121, 122 and 123, in the Office of the Warren County Clerk.

2. All terms of the Original Declaration are incorporated herein by this reference to the extent such terms are not in conflict with the terms of this Third Amendment. In the event of a conflict between a term(s) of this Third Amendment and term(s) of the Original Declaration, the term(s) of this Third Amendment will govern and supersede.

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Signature Page Follows.

WITNESS the signature of the Developer by its duly authorized member as of the date first written above.

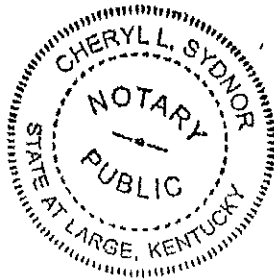
Magnolia Hills, LLC



By: George Vogler or Rodney Rogers
Its: Member

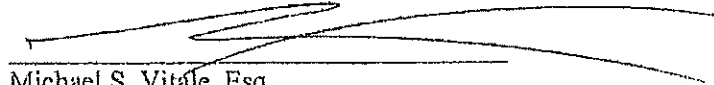
STATE OF KENTUCKY
COUNTY OF WARREN

The foregoing First Amendment To The Declaration Of Covenants, Conditions And Restrictions For Magnolia Hills, Section 1 Declaration was subscribed, sworn to and acknowledged before me this the 14th day of May, 2021, by George Vogler, as Member and authorized representative of Magnolia Hills, LLC, a Kentucky limited liability company, Developer herein.



Cheryl L. Sydnor
Notary Public Cheryl L. Sydnor
My commission expires: 5/1/2025
Notary ID No.: KYNP27401

Prepared by and, after recording,
should be returned to:



Michael S. Vitale, Esq.
English Lucas Priest & Owsley, LLP
1101 College Street
Bowling Green, Kentucky 42101