

SECOND AMENDED AND RESTATED
DECLARATION OF RESTRICTIVE COVENANTS
THE STANDARD AT BLUE LEVEL

PLAT AND SUBDIVISION BOOK 45, PAGE 111, WARREN COUNTY, KENTUCKY

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE STANDARD AT BLUE LEVEL, ("Declaration"), is made on the 24th day of March 2023 by GSM Development Group, LLC, a Kentucky Limited Liability Company, with its principal office and place of business at P.O. Box 928, Bowling Green, Kentucky 42102 (hereinafter referred to as the "Developer").

WHEREAS, Developer is the owner of a portion of the property described in Article I, Section 1, below, which is to be developed as a residential subdivision;

WHEREAS, Developer previously filed a Declaration of Restrictive Covenants for The Standard at Blue Level in Deed Book 1268, Page 117, and an Amended and Restated Declaration of Restrictive Covenants for The Standard at Blue Level in Deed Book 1271, Page 803.

WHEREAS, this Second Amended and Restated Declaration of Restrictive Covenant for The Standard at Blue Level supersedes the previous filed Declaration of Restrictive Covenants and Amended Restated Declaration of Restrictive Covenants for The Standard at Blue Level.

NOW THEREFORE, the Developer hereby declares that all of the property described in this instrument, and such additional property as may be hereafter made subject to this Declaration pursuant to Article I, 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 be binding on all parties having any right, title, or interest in it, their heirs, successors, and assigns, and shall inure to the benefit of each owner.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS; EXISTING DEVELOPMENT PLAN
CONDITIONS

Section 1. Existing Property.

The real property which is subject to this Declaration is located in Warren County, Kentucky and is hereinafter referred to as the "Development," and is more particularly described as follows:

BEING LOTS 1 through 86 of record in Plat and Subdivision Book 45, Page 111 in the Office of the Clerk of Warren County, Kentucky.

BEING PART OF the same property acquired by Developer by Deed dated October 30, 2020, and recorded in Deed Book 1217, Page 179, the office of the Clerk of Warren County, Kentucky.

Section 2. Existing Development Plan Conditions

Development Plan Conditions (DPCs) running with the land are filed in CLU Book 10, Page 141 in the Warren County Court Clerk's office. These Restrictive Covenants supplement said DPCs, any conflict between the documents, the DPCs shall be superior.

ARTICLE II
USE RESTRICTIONS

Section 1. Primary-Use Restrictions.

No lot shall be used except for private single-family residential purposes. No structure shall be erected, placed, or altered or permitted to remain on any lot except one single-family dwelling designed for the occupancy of one family (including any domestic servants living on the premises).

Section 2. 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.

Developer and Builder(s) will be constructing/renovating portions of the Subdivision and engaging in other construction activities. Such construction activities may, from time to time, produce certain conditions on the Subdivision, including, without limitation: noise or sound that is objectionable because of its volume, duration, frequency or shrillness; smoke; noxious, toxic, or corrosive fumes or gases; obnoxious odors; dust, dirt or flying ash; unusual fire or explosion hazards; temporary interruption of utilities; and/or other conditions that may threaten the security or safety of persons on the Subdivision. Notwithstanding the foregoing, such conditions on the Subdivision resulting from renovation and construction activities shall not be deemed a nuisance and shall not cause Developer, any Builders, or any agents to be deemed in violation of any provision of the Declaration.

Section 3. Use of Other Structures and Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary toolsheds, field offices, or sales offices used by any Builder(s) or Developer, which shall be removed when construction or redevelopment is completed.

(b) With respect to all storage buildings, the design and materials of construction must be approved by Developer, or the Residents Association after termination of the Class "B" Control Period.

(c) No outbuilding, trailer, basement, tent, shack, barn, or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

(d) No trailer, truck (6 wheels or more), motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the garage) or on any street in the Development. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the Development for a period in excess of twenty-four (24) hours in any one calendar year.

(e) No automobile shall be continuously or habitually parked on any street or public right-of-way in the Development.

Section 4. 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.

Section 5. Clotheslines; Fences and Walls; Tennis Courts; Swimming Pools; Antennae and Receivers/Transmitters.

(a) No outside clotheslines shall be erected or placed on any lot.

(b) No fence or wall of any nature may be extended toward the front or street side property line beyond the front or side wall of the residences. No wire or chain-link-type fence shall be erected or placed on any lot. No fence shall be erected or placed on any lot unless its design and placement are approved by the Developer.

(c) No tennis court fence shall be erected on any lot in the Development unless the fencing is coated with black or green vinyl.

(d) No above-ground swimming pools shall be erected or placed on any lot unless its design and placement are approved in writing by Developer, or the Residents Association after termination of the Class "B" Control Period, which approval shall be within the sole and absolute discretion of the Developer or Residents Association, as applicable.

(e) No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement are approved by Developer, or the Residents Association after termination of the Class "B" Control Period, which approval shall be within the sole and absolute discretion of the Developer or Residents Association, as applicable. To the extent that any of the foregoing provisions of this Declaration or provisions of the rules and regulations adopted by the Residents Association with respect to satellite dishes and antennas is not permitted under the Federal Communications Commission ("FCC") rules and regulations, the remaining portion of this Section 5 shall survive independently to the extent permissible under the FCC rules and regulations.

Section 6. Duty to Maintain Lot.

(a) From and after the date of purchase of a lot until construction of a single-family residence is started, Developer shall have the exclusive right to perform all maintenance on the lot, including, but not limited to, mowing. Notwithstanding the above, this provision shall not apply to lots owned by Builder(s) unless Developer has given written notice of the maintenance needed and Builder(s) has not performed such maintenance within thirty (30) days after such written notice is received.

(b) From and after the date construction begins, it shall be the duty of each lot owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Grass on vacant lots or lots under construction shall not be allowed to grow to more than 15 inches before mowing is required and grass on occupied lots shall not be allowed to grow to more than 10 inches before mowing is required. Should any owner fail to do so, then the Developer and/or Resident 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 or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer and/or Resident 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 first mortgage thereon.

Section 7. Duty to Repair and Rebuild.

(a) Each owner of a lot shall, at its sole cost and expense, repair the residence, keeping the same in a condition comparable to the condition of such residence 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 8. Home Business Occupations.

No trade or business of any kind including but not limited to short term rentals such as Air BNB/VRBO (and no practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become a nuisance to the neighborhood. Notwithstanding the above, the use and operation of a model home or a sales trailer on a lot by the Developer or a Builder shall not be considered a trade or business.

Section 9. Signs.

No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet, provided, however, Developer and any Builder(s) shall have the right to (i) erect larger signs when advertising the Development, (ii) place signs on lots designating the lot numbers of the lots, and (iii) following the sale of a lot, place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

Section 10. Drainage.

Drainage of each lot shall conform to the general drainage plans of Developer for the Development. No storm water drains, roof downspouts, or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

Section 11. Disposal of Trash.

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. All garbage cans and trash receptacles shall be stored in the garage or in other approved structures located upon the lot owner's lot so as to be screened and concealed from view of neighboring lots, streets, and other property adjacent to the lot, except that garbage cans or other trash receptacles may be placed at curbside on days designated for trash pick-up for that particular lot. All rubbish, trash, and garbage shall be regularly removed from the Subdivision and shall not be allowed to accumulate thereon.

Section 12. Public-Utility Service.

(a) Electric and Telephone Service.

Each lot owner's electric utility service lines shall be underground throughout the length of service line from the electric company's point of delivery to customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each lot owner, together with the right of ingress and egress over abutting lots or properties to install, operate, and maintain electric service lines to the electric company's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the Development plat shall be maintained and preserved in their present condition, and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express written consent of the electric company and the telephone service company and their respective successors and assigns.

(b) Overhead transmission lines.

Easements for overhead transmission and distribution feeder lines, poles, and equipment appropriate in connection therewith are reserved over, across, and under all spaces (including open and drainage space area) outlined by dash lines and designated for underground and overhead facilities.

Above-ground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the property subject to this Declaration, the electric company is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

(c) Cable Television.

The electric and telephone easements hereby dedicated and reserved to each lot owner, as shown on the recorded plat of the Development, shall include easements for the installation, operation, and maintenance of cable television service

to the lot owners, including the overhead and/or underground installation and service of coaxial cables, cable drop wires, converters, home terminal units, and other necessary or appropriate equipment, as well as easements for the installation, operation, and maintenance of future communication, telecommunication, and energy transmission mediums.

(d) Developer and Builder(s) Easement for Utilities.

There is hereby reserved unto Developer and any Builder(s), so long as the Developer and any such Builder(s) owns any property described above or any Additional Property subsequently annexed to the Subdivision, the Residents Association, and the designees or grantees of each, blanket easements upon, across, over, and under all, or a portion, of the Common Areas and upon, across, over, and under all, or a portion, of the Lots, and any Units located thereon, for ingress, egress, installation, replacing, altering, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, HVAC systems, gas, and electricity. Notwithstanding anything to the contrary contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Subdivision except as may be approved by the Residents Association's Board of Directors or as provided by Developer or any Builder(s) with respect to utilities to be installed or located upon such Builder's Lot(s). Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Any portion of the Subdivision property that has been subjected to, or encumbered by, easements granted pursuant to this Declaration or as shown on the Plat(s) for The Standard at Blue Level, Section 3, shall be maintained by, and at the expense of, the Residents Association. Should any entity furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Subdivision without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Subdivision.

(d) Except as otherwise provided in Section 14 below, no easements other than those shown on the recorded plat shall be granted to others, including roads, sewers, electric, telephone, cable, etc., without written approval from the Developer, or the Residents Association after termination of the Class "B" Control Period.

ARTICLE III
ARCHITECTURAL CONTROL

Section 1. Approval of Construction and Landscape Plans.

(a) No structure may be erected, placed, or altered on any lot until the construction plans and building specifications, and a plan showing (i) the location of improvements on the lot; (ii) the grade elevation (including rear, front, and side elevations); (iii) the type of exterior material (including delivery of a sample thereof); and (iv) the location and size of the driveway (which shall be asphalt or concrete) shall have been approved in writing by the Developer, or the Residents Association after termination of the Class "B" Control Period. However, if Developer, or the Residents Association after termination of the Class "B" Control Period, does not expressly approve or deny a plan within thirty (30) days after receipt, the plan shall be deemed approved. An approved plan shall not be subject to reapproval unless there is a material modification of the plan that would be inconsistent with terms and conditions of this Declaration.

(b) References to "Developer" shall include any entity, person, or association to whom Developer may assign the foregoing right of approval. References to "structure" in this paragraph shall include any building (including a garage), fence, wall antennae (except for standard small television antennas), and microwave and other receivers and transmitters (including those currently called "satellite dishes").

Section 2. Minimum Floor Area.

(a) The floor area for any home constructed shall be a minimum of 1,200 square feet of heated and cooled living space.

(b) Finished basement areas, garages, and open porches are not included in computing floor areas.

Section 3. Setbacks.

No structure shall be located on any lot nearer to the front lot line than the minimum building setback lines shown on the recorded plat, except bay windows and steps may project into such area, and open porches may project into such area not more than six feet. No structure shall be located on any lot nearer any side lot line or side street line than the minimum building setback lines required pursuant to applicable zoning regulations, which zoning regulations presently provide that no structure shall be located any nearer any such side lines than the distance of five (5) feet on one side and five (5) feet on the other; provided, however, notwithstanding that applicable zoning regulations may become less restrictive, in no event shall any structure be located on any lot nearer any side lot line or side street line than the distance of five (5) feet on one side and five (5) feet on the other except bay windows and steps may project into said areas. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

Section 4. Garages; Carports.

(a) All lots shall have at least a one (1) car garage, and no detached garages are allowed. Garages, as structures, are subject to prior plan approval under Section 1 of Article III.

(b) No carport shall be constructed on any lot in the Development.

Section 5. Landscaping; Sidewalks; Driveways; Trees.

(a) Landscaping.

After the construction of a residence, the lot owner shall grade, sod, and landscape that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets.

(b) Sidewalks.

Each lot owner shall cause a sidewalk to be constructed on each lot. If sidewalks are not installed within three (3) months after completion of a single-family dwelling, Developer will install and owner shall reimburse Developer cost plus 15% within 30 days.

(c) Driveways.

Each lot owner shall concrete the driveway on the lot within three (3) months after completion of a single-family dwelling.

(d) Trees.

All existing healthy trees along the subdivision property line, 10" caliper and greater as measured 12" above the ground, shall not be removed unless otherwise requested by an agency having authority.

(e) Failure to Comply with Restrictions.

Upon an owner's failure to comply with provisions of this Section 6, Developer, or the Residents Association after termination of the Class "B" Control Period, may take such action as necessary to cause compliance therewith, and the owner shall immediately, upon demand, reimburse Developer, or the Residents Association after termination of the Class "B" Control Period, or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer, or the Residents Association after termination of the Class "B" Control Period, 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 first mortgage thereon. Notwithstanding the above, this provision shall not apply to lots owned by Builder(s) unless Developer has given written notice of the maintenance needed and Builder(s) has not performed such maintenance within thirty (30) days after such written notice is received.

Section 6. Mail and Newspaper Boxes; Hedges.

No mailbox, newspaper box, or hedge shall be placed or planted on any lot unless its design and placement or planting are approved in writing by the Developer, or the Residents Association after termination of the Class "B" Control Period.

ARTICLE IV
RESIDENTS ASSOCIATION

Section 1. Owner's Easements of Enjoyment; Common Area.

Every owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with title to every lot. The common area means and refers to all non-residential lots which are shown on any recorded final subdivision plat within any portion of any section of the Development, and shall include without limitation the entrance ways to the Development which are constructed in areas dedicated for public use and such other areas as shall become part of the common area and subject to maintenance by the Residents Association. The right of enjoyment is subject to the following provisions:

- (a) The right of the Residents Association to charge reasonable fees for the maintenance of the common area;
- (b) The right of the Residents Association to borrow money for the purpose of improving the common areas or for constructing, repairing, or improving any common areas 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 area;
- (c) The right of the Residents Association to suspend the voting rights of an owner for any period during which any assessment against its lot remains unpaid and for a period of time for any infraction of its published rules and regulations; and
- (d) No common area including islands in the right-of-way shall be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the planning commission. 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 13 of this Article IV and so long as additions are permitted under Article I, Section 2.

Section 2. Delegation of Voting Rights.

Any lot owner may delegate, in accordance with the Bylaws, voting rights to the common area to the members of the owner's family or contract purchasers who reside on the property. Membership in the Residents Association may not be conveyed separately from ownership in the lot.

Section 3. Residents Association's Right of Entry.

The authorized representative of the Residents Association or the Board 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 area or any equipment, facilities, or fixtures affecting or serving other lots or the common area or to make any alteration required by any governmental authority.

Section 4. Assessments; Creations of the Lien, and Personal Obligation.

Each lot owner, except Developer or any Builder(s), by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Residents Association (i) initial fee upon purchase of lot in the amount of \$300.00, and (ii) annual assessments of \$175.00 payable in January, and (ii) special assessments for 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 Residents Association incurred over and above assessed amounts payable to the Residents Association by the lot owners until Developer transfers control of the Residents Association. The annual and special assessments, together with interest, costs, and reasonable attorney's 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's 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 successors in title unless expressly assumed by them.

Section 5. Purpose of Assessment.

(a) The assessments levied by the Residents Association shall be used exclusively to promote the health, safety, and welfare of the residents and in particular for the maintenance of the common areas to this purpose, including, but not limited to, the cost of repairs, replacements, and additions; the cost of labor, equipment, materials, management, and supervision; payment of taxes assessed against the common area; the procurement and maintenance of insurance in accordance with the Bylaws; the employment of attorneys to represent the Residents Association when necessary; the costs and expenses related to the enforcement of the provisions of this Declaration; and such other needs that may arise. The Residents 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, entrance ways, streets, crosswalks, medians, storm drains, and basins.

(b) Until Class B membership ceases and is converted to Class A membership pursuant to Section 13 of this Article IV, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Development as permitted in this Declaration.

Section 6. Maximum Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment shall be set at a rate not to exceed \$175.00 per year per lot. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 25% above the maximum assessment for the previous year without a vote. Increases in excess of 25% shall require a vote of two-thirds of each class of members pursuant to the Bylaws.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The Board of Directors shall determine when the assessments shall be paid.

Section 7. Special Assessments for Improvements.

In addition to the annual assessments authorized above, the Residents Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of any improvement upon the common area. Any such assessment shall have the assent of the members of the Residents Association in accordance with the Bylaws.

Section 8. Uniform Rate of Assessment.

Both annual and special assessments shall be fixed at a uniform rate for all lots except those owned by Developer or any Builder(s). 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.

Section 9. Date of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein shall begin as to any lot subject to the assessment at the time the lot is occupied as a residence. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when the lot is first occupied as a residence.

Section 10. Effect of Nonpayment of Assessments; Remedies of the Residents Association.

Any assessment not paid by the due date shall bear interest from the due date at the maximum rate of interest then allowable by Kentucky law. The Residents Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of its lot.

Section 11. Subordination of the Lien to First Mortgage.

The lien of the assessments provided for herein shall be subordinate to the lien of any 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 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. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien.

Section 12. Membership.

Developer and every owner of a lot shall be a member of the Residents Association. Such owner and member shall abide by the Residents Association's Bylaws, Articles of Incorporation and rules and regulations, shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Residents 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.

Section 13. Classes of Membership.

The Residents Association shall have two classes of voting membership:

- (a) Class A. Class A members shall be all lot owners, with the exception of the Developer, and shall be entitled to one vote for each lot owned.
- (b) Class B. The Class B member shall be the Developer. Developer shall be entitled to ten votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:
 - (i) Transfer of control by Developer no later than 20 years from the date of the sale of the first lot to a lot owner other than Developer or any Builder(s); or
 - (ii) when 90 percent of the lots which may be developed in the Development have been sold to a lot owner other than the Developer or any Builder(s).

The period of time during which the Developer, as the Class "B" Member, is entitled to ten votes for each lot owned is the "Class "B" Control Period."

ARTICLE V
GENERAL PROVISIONS

Section 1. Enforcement.

- (a) Proceedings of Law.

Enforcement of these restrictions shall be proceedings of law or in equity, brought by the Residents Association, Developer, or any lot owner against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration, and/or to recover damages. In addition, the Residents Association may establish monetary fines as well as suspend voting rights and usage of the Common Areas for any violations of the restrictions and provisions set forth in this Declaration, the Bylaws, Charter, or any other Residents Association rules or regulations. The failure of the Residents Association, Developer, or any lot owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

In the event any cost or expenses, including attorneys' fees and any costs of litigation, are incurred by the Developer or Residents Association in connection with the action to correct or abate any violation or breach of the provisions hereof, the owner or occupant of a unit located upon such owner's lot shall pay any such costs or expenses, and provided that reasonable notice to the owner of the subject lot(s) has been given, such cost and expenses shall be a lien against the lot(s) of such owner and such charges shall be subject to the provisions for lien rights and collection as specified in Article IV. No such cost or expenses shall be a lien when the nonexistence of a violation or breach hereof has been established by a court of competent jurisdiction.

(b) Violation(s) of Restrictions

1. Owners are responsible for all violations that occur regardless of who committed the violation. This includes owner, occupants/renters and guests.
2. If a violation of one or more of the restrictions listed in this document, the owner will receive a warning letter sent by mail and/or posted on front door of the residence, return receipt requested, to provide notice of the violation. The owner will have 14 days upon receipt of the notification to correct the violation(s). (Two-week notification)
3. If the violation(s) persist beyond the 14-day correction period, the owner will be notified by registered mail and a \$100 fine will be assessed for each violation not corrected. The owner will be given 14 days to pay the fine(s) assessed and correct the violation(s). (Four-week notification)
4. If the fine(s) is/are not paid and the violation persist after 14 days from receipt of the previous registered letter, the owner will notified by registered mail and a fine of \$200 will be assessed for each violation not corrected. The owner will have 14 days to pay the fine(s) and correct the violation(s). (Six-week notification)
5. If the fine(s) is/are not paid and the violation persist after 14 days from receipt of the previous registered letter, the owner will notified by registered mail and a fine of \$400 will be assessed for each violation not corrected. The owner will have 14 days to pay the fine(s) and correct the violation(s). (Eight-week notification)
6. If the fine(s) is/are not paid and the violation persist after 14 days from receipt of the previous registered letter, the owner will notified by registered mail and a fine of \$800 will be assessed for each violation not corrected. The owner will have 14 days to pay the fine(s) and correct the violation(s). (Ten-week notification)
7. All fines are cumulative. For example, if the \$100 per violation is not paid, then a \$200 per violation will be assessed, with a total of \$300 per violation being owed. If the \$100 + \$200 per violation fine is not paid, then the \$400 per violation will be assessed, with the total of \$700 per violation being owed. The maximum amount per violation is a cumulative \$1,500 being owed.
8. If the owner fails to pay the fines assessed within 14 days of the final notification, then the fines shall constitute a lien against the lot owned by such owner.

Section 2. Severability.

Invalidation of any one of these covenants by judgment of 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 canceled, altered, or amended under the provisions of this Section 3, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of all lots subject to these restrictions has been recorded agreeing to change these restrictions and covenants in whole or in part.

Prior to conveyance of the first lot to an owner other than a Builder, this Declaration may be amended, modified or revoked in any respect from time to time by Developer, in its sole and absolute discretion, so long as the amendment has no material adverse effect upon any Builder(s). Thereafter, this Declaration may be amended or modified by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of members representing seventy-five percent (75%) of the total votes of the Residents Association; provided, however, that the amendment of Article IV, Section 1 shall require 100% of the total votes of the Residents Association. An amendment by the Residents Association shall not be effective until executed by the President of the Residents Association, certified by the Secretary of the Residents Association that it has been adopted in accordance with the provisions of this Article and recorded with the Office of the Clerk of Warren County, Kentucky. No amendment shall be effective until recorded in the Office of the Clerk of Warren County, Kentucky. Builder(s) must give prior written consent for any amendment having a material adverse effect upon any rights or obligations of any Builder(s) as set forth herein, such consent shall be evidenced by the Builder(s) joining in the execution of the amendment.

Section 4. Amendments to Articles and Bylaws.

Nothing in this Declaration shall limit the right of the Residents Association to amend, from time to time, its Articles of Incorporation and Bylaws.

Section 5. Nonliability of the Directors and Officers.

Neither the Developer nor the directors and officers of the Residents Association shall be personally liable to the owners of the lots 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 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 of the Residents Association.

Section 6. Board's Determination Binding.

In the event of any dispute or disagreement between any owners relating to the property subject to this Declaration, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Board shall be final and binding on each and all such owners.

**ARTICLE VI
EASEMENTS**

(a) Developer and Builder(s) Easements.

As used herein, Builder(s) shall mean any other Person holding fee simple title to a lot for purposes of development and construction of a Unit and other improvements thereon to be sold to a third-party purchaser.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and the initial sale of lots shall continue, it shall be expressly permissible for Developer, and any Builder(s) to maintain and carry on upon portions of the Subdivision, including any lot, such facilities and activities as, in the sole opinion of Developer, may be reasonably required, convenient, or incidental to the construction or sale of such lots, including, but not limited to, business offices, signs, model homes, and sales offices, trailers and related parking facilities, and the Developer and such Builder(s) shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right of Developer to use designated portions of the Common

Area and lots owned by the Developer and the right of any Builder(s) to use lots owned by such Builder(s), as models and sales offices or trailers, respectively.

Developer and the respective Builder(s) reserve the right for themselves and others designated to inspect, monitor, test, redesign and correct any Unit, improvement or condition which may exist on any portion of the Subdivision, including the lots and Common Area, and a perpetual easement of access through the Subdivision for such purposes.

This Article VI may not be amended, and the rights contained herein may not be terminated, waived, or released, without the express written consent of the Developer and any Builder(s).

(b) Ingress and Egress Easement.

Developer hereby grants and conveys to any Builder(s) an easement for ingress and egress generally across the Properties reasonably required to allow completion, repair and maintenance of any and all utility areas or improvements upon any lots owned by Builder(s). In addition, Developer hereby grants and conveys to any Builder(s) a temporary construction easement, 5 feet in width along the side yard boundary lines of any lot for the purpose of facilitating home construction on an adjacent lot owned by such Builder(s) (the "Builder(s) Construction Easement"), which temporary construction easement shall automatically terminate upon the issuance of a certificate of occupancy for the Unit constructed on the adjacent lot by Builder(s). Builder(s) shall indemnify, defend, and hold harmless the Developer, the Residents Association, and the lot owner upon whose lot the Builder(s) Construction Easement is located from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) that may result from Builder's use of the Builder(s) Construction Easement.

(c) Entrance Signage and Landscaping Easement.

The Developer and any Builder(s) reserve the right to build the entrance signage and landscaping at the entrance(s) for the Subdivision, together with any utility or water lines serving the entrance features. Once constructed, the entrance sign and landscaping and utility or water lines shall become the property of the Residents Association, together with the sole liability for maintenance, repair and replacement thereof. The Developer and any Builder(s) reserve all rights of ingress and egress onto said Common Area as may be necessary to construct said entrance signage. Additionally, the Residents Association shall have an easement over any portion of a lot on which any entrance feature, including, but not limited to, the Subdivision sign and landscaping are located, including utility and waterlines across the lot to the entrance features.

(d) Fence Easement.

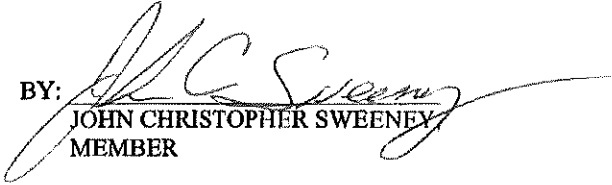
Developer hereby reserves an easement to itself, any Builder, and the Residents Association across any lot which borders the perimeter of the Subdivision and any lot that borders or contains a portion of any water facility, detention pond, or retention pond for the purpose of erecting a fence. The lot owner of a lot on which any portion of a fence is located shall be responsible for the maintenance and repair of the fence as part of the lot owner's maintenance obligation; provided however, the Developer or the Residents Association may, but are not obligated to, repair and maintain any fence installed by or on behalf of Developer or any Builder, and any expenses or costs associated therewith, including reasonable attorney's fees, may be assessed against such lot, regardless of whether or not litigation is filed.

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WITNESS the signature of the Developer by its duly authorized officer on this 23rd day of March 2023.

GSM DEVELOPMENT GROUP, LLC

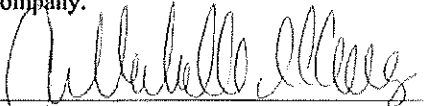
BY:


JOHN CHRISTOPHER SWEENEY
MEMBER

COMMONWEALTH OF KENTUCKY

COUNTY OF WARREN

The foregoing instrument was acknowledged before me on March 23rd, 2023, by John Christopher Sweeney, as Member of GSM Development Group, LLC, a Kentucky limited liability company, on behalf of the limited liability company.


Notary Public

Notary ID: 473287

My commission expires: 9-15-24

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HAVE SEEN, AGREED AND ACKNOWLEDGED to the Second Amended and Restated Declaration of Restrictive Covenants The Standard at Blue Level, Clayton Properties Group, Inc., a Tennessee corporation d/b/a Goodall Homes, owners of Lots 1 and 3-18, on March 28, 2023.

BY: *KPR*
KEITH PORTERFIELD, VICE PRESIDENT
CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation d/b/a Goodall Homes

STATE OF TENNESSEE

COUNTY OF Sumner

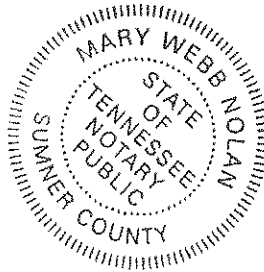
The foregoing instrument was acknowledged before me on March 28, 2023, by Keith Porterfield, Vice President, of Clayton Properties Group, Inc., a Tennessee corporation d/b/a Goodall Homes, on behalf of the corporation.

Mary Webb Nolan

Notary Public

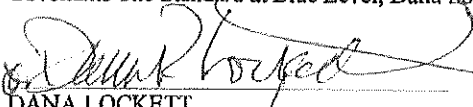
Notary ID: _____

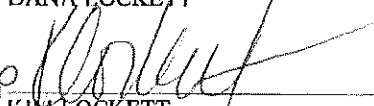
My commission expires: 7/2/2024



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HAVE SEEN, AGREED AND ACKNOWLEDGED to the Second Amended and Restated Declaration of Restrictive Covenants The Standard at Blue Level, Dana Lockett and Kim Lockett, owners of Lot 2, on March 24, 2023.


DANA LOCKETT


KIM LOCKETT

STATE OF TN

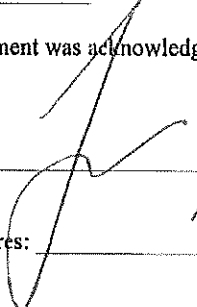
COUNTY OF Sumner

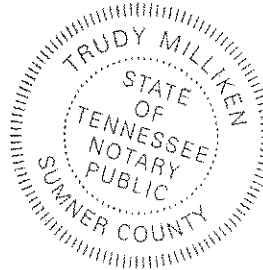
The foregoing instrument was acknowledged before me on March 24, 2023, by Dana Lockett and Kim Lockett.

Notary Public

Notary ID: _____

My commission expires: _____

 Thurhorp

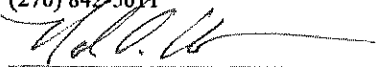


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WARREN COUNTY
D1277 PG629

The foregoing instrument was prepared by:

HARLIN PARKER
519 E. Tenth Avenue
Bowling Green, KY 42101
(270) 842-5611



MARK D. ALCOTT, Attorney at Law

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COUNTY: WARREN COUNTY
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