

DECLARATION OF RESTRICTIVE COVENANTS
WINDSOR TRACE FARMS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration"), made, published, executed and delivered by BK Development of Bowling Green, LLC, (herein, the "Declarant" and/or the "Developer");

WHEREAS, the Declarant is the owner of real property shown on that certain plat of record in Plat Book 43, Page 225-226 in the Warren County Court Clerk's office for Warren County, Kentucky;

WHEREAS, Declarant desires to provide for the protection and preservation of the values, desirability and attractiveness of Windsor Trace Farms; and

WHEREAS, Declarant further desires to establish for Declarant's benefit and the mutual benefit and advantage of all future owners and occupants of Windsor Trace Farms or any portion thereof, certain rights, easements, privileges, obligations, restrictions, covenants, and regulations governing the use and occupancy of Windsor Trace Farms.

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

ARTICLE I

Definitions

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

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

(b) "Association" shall mean and refer to the Windsor Trace Farms Homeowners' Association, Inc.

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

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

(e) "Declaration" shall mean and refer to this Declaration of Restrictive Covenants applicable to Windsor Trace Farms and which is recorded in the office of the Warren County Court Clerk in Bowling Green, Kentucky.

(f) "Lot" shall mean and refer to any plot of land to be used for single-family residential purpose and so designated on the Plat) "Windsor Trace Farms" or "Subdivision" shall mean and refer to that certain residential community known as Windsor Trace Farms, which is being developed on real property now owned by the Developer in Warren County, Kentucky, and shown on the Plat.

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

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

(i) "Plat" shall mean and refer to the Plat of Windsor Trace Farms, of record in Plat Book 43, Pages 225-226 in the office of the Warren County Court Clerk, and any additional or amended plats filed with regard to Windsor Trace Farms.

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

(k) "Property" or "Properties" shall mean and refer to any and all of that certain real estate, exclusive of public streets, shown on the Plat.

ARTICLE II

Properties Subject to this Declaration

SECTION ONE. **Subjection of the Properties to Declaration.** The Declarant, as legal title holder in fee of the Properties, hereby submits and subjects the Properties to the provisions of this Declaration. This Declaration shall constitute covenants running with the land and binding upon all parties now owning or hereafter having or acquiring any right, title or interest in the Properties or any part thereof, and shall inure to the benefit of each Owner hereof. Every

person hereafter acquiring a Lot, by acceptance of a deed to any interest in a Lot or any portion of the Properties shall accept such interest subject to the terms of this Declaration, and by acceptance of the same shall be deemed to have consented to and agreed to be bound by the terms, conditions, and covenants of this Declaration.

ARTICLE III

Architectural Review

SECTION ONE. Approval of Plans and Specifications. No house, building, fence, gazebo, outbuilding, wall, pool, or other structure of any type, including a detached garage, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change in alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the ARC, as to harmony of external design and location in relation to surrounding structures and topography and as to compliance with this Declaration. The ARC shall, at its sole discretion, retain the right to disapprove building plans and specifications that it determines are in harmony with the intended design of the Subdivision. Such disapproval may follow even though submitted plans meet all other requirements and guidelines, including square footage minimums, as outlined below. In the event the ARC fails to approve or disapprove such design and location within fifteen (15) days after said plans and specifications have been submitted to it, approval will not be required and the Article will be deemed to have been fully complied with. The ARC may vary the established building lines, in its sole discretion, where such variance is not in conflict with applicable zoning regulations. No building shall be constructed except in accordance with the plans and specifications approved by ARC.

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

SECTION THREE. Building Materials. The exterior of all buildings (residential structures) shall be constructed of at least eight percent (80%) brick, stone, LP SmartSide siding, or cement-based siding. One hundred percent of chimneys and fireplace inserts shall be brick or stone unless a different material is approved by the ARC. Foundations shall be either brick or stone, or a combination of both, and shall extend to the ground level.

SECTION FOUR. Floor Areas; Height. Each residential shall be a minimum of one thousand six hundred (1,600) square feet of heated living space exclusive of garages and porches. The floor areas referred to in this section are those areas that are heated and cooled finished living space, and shall not include finished basement areas, even if said areas

are heated and cooled. No residential structure shall be higher than 3 stories and no other building shall be higher than two stories.

SECTION FIVE. Landscaping, Driveways, and Outside Areas. Driveways and street sidewalks must be entirely surfaced with light brush finish concrete and must be finished within ninety (90) days of occupancy of the residence. After the construction of a residence, the Owner shall within sixty (60) days sod the front and side yards of the Lot to the rear building line of the residence and plant grass on the remainder of the Lot, and shall install foundation landscaping in keeping with the character of the surrounding Lots. Landscaping shall also include at a minimum, at least, one (1) front yard trees with a minimum two (2) inch caliper. All mechanical equipment, utility facilities, solid waste receptacles and similar service areas shall be screened from public view. A plan in compliance with this section shall be submitted to and approved by the ARC at the same time as plans are submitted to and approved by the ARC under Section One of this Article 3.

SECTION SIX. Mail and Paper Boxes. Cluster mail boxes shall initially be provided by the Developer and shall thereafter be maintained and replaced by the Association. Paper Boxes and hardware and posts for such paper boxes must meet specifications approved by the ARC.

SECTION SEVEN. Drainage and Culverts. Drainage of each Lot shall conform to the general drainage plans for the development as platted and approved by the Warren County Planning Commission. Owners shall not be permitted to change the ditch line and elevation as approved by the Planning Commission. Any destruction to the seeding and sodding of the road shoulder, ditch, or yard shoulder shall be the responsibility of the Owner to repair. All portions of any driveway, culverts, or gradings shall be constructed in accordance with the Plat in such a manner as the streets will not be disqualified for acceptance into the road system of Warren County. Headwalls adjacent to driveways may not be taller than the top grade of the driveway. Each Owner shall, upon acquisition of a Lot, and at all times thereafter, be responsible for compliance with all local, state, and federal laws, rules, and regulations, as they exist from time to time relating to storm water runoff, storm water quality, erosion control, and silt control and prevention, and similar issues relating to storm water. Each Owner shall be responsible for submitting any required documentation, including any required Letter of Intent to the Kentucky Division of Water for the Lot.

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

SECTION NINE. Construction Procedures. Each Lot Owner is responsible for policing the Lot during construction and for maintaining the construction site in a neat and orderly manner. Construction materials may be stored only on the Lot on which construction is taking place. Construction workers are allowed only on the Lot on which construction is taking place. No

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

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

SECTION ELEVEN. Roofs. The primary roof of all residential structures must be constructed with a minimum pitch of 8/12.

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

ARTICLE IV

Use Restrictions

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

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

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

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

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

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

SECTION FIVE. **Animals.** No animals, including reptiles, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided that they are not kept, bred, or maintained for any commercial or breeding purposes. No household pets, including dogs and cats, shall be allowed outside of a residence, unaccompanied by its owner unless confined to the rear of the Lot within a fence or other structure approved by the ARC. No pet will be allowed off of the Owner's Lot except on a leash.

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

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

SECTION EIGHT. **Signs.** No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than eight (8) square feet; except that Developer shall have the right to erect larger signs when advertising the development. This

restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations.

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

SECTION TEN. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of any Lot, nor any part thereof; any all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

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

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

ARTICLE V

Exterior Maintenance

It shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Grass on Vacant Lots shall not be allowed to grow more than 15 inches before mowing is required and grass on Lots with residences shall not be allowed to grow to more than 10 inches before mowing is required. Any cost or expense so advanced shall be immediately paid by the Lot

Owner upon receipt of an invoice from the Developer or the Association and such amount shall become a lien on the Lot which shall be collectible and enforceable as an unpaid assessment.

ARTICLE VI

Easements

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

ARTICLE VII

General Provisions

SECTION ONE. Enforcement; Lien. The Developer, the Association, or any Owner shall have the right to enforce by any proceeding, at law or in equity, all restrictions, conditions, and covenants, now or hereafter imposed by the provisions of this Declaration. Failure of the Developer, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter. Upon the failure of any Lot Owner to comply with any condition or requirement of this Declaration, Developer, or the Association after architectural control shall have transferred to the Association, may take such action as is necessary to comply therewith. Notwithstanding any other provision of this Declaration, any expense of any nature incurred by the Developer, the Association, or the ARC enforcing any provision of this Declaration against a Lot Owner shall be collectible and enforceable as an assessment and shall constitute a lien on the Lot as provided herein. Whenever the Developer, the Association, or the ARC shall enter upon any Lot in the performance of its duties hereunder, or to remedy or to inspect for or remedy any violation of this Declaration, such entry shall not constitute a trespass. The Owner shall reimburse the Developer and/or the Association for all expense incurred in connection with the enforcement of this Declaration. Such expense, together with all expenses relating to the enforcement of this Declaration, including court costs, attorney's fees, and other fees and expenses, shall constitute a lien on the lot and the Developer and/or Association may, but shall not be required to, file a notice of such lien in the office of the Warren County Court Clerk. Any lien created by this Declaration shall be deemed to be subordinate to any mortgage granted by a Lot Owner to a lender.

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

SECTION THREE. **Amendment.** The Developer shall have the authority to amend this Declaration at any time, so long as the Developer remains an owner of any portion of the Property (excluding any lot sold and reacquired by Developer); provided, however, that any such amendment by the Developer shall require the concurrent written approval by any Owner, if there then be any, of five or more lots in the Subdivision. After the Developer shall have lost its authority to amend this Declaration, this Declaration may be amended by an instrument signed by not less than 85% of the Owners of the Lots. Any amendment must be recorded and shall only be effective when placed of record in the appropriate public records of Warren County, Kentucky.

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

ARTICLE VIII

The Association

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

SECTION TWO. **Voting.**

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

i. Class A: Class A Members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. If more than one person is the Owner of a Lot, the vote for such Lot shall be exercised as the Owners determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. The vote for each Lot

must be cast as a unit; and fractional votes shall not be allowed. In the event that joint owners are unable to agree among themselves, then they shall lose their vote.

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

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

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

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

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

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

(c) Rights of Enforcement. The Association shall also have the power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration and to enforce, by mandatory injunction or otherwise, all of the provisions hereof.

ARTICLE IX

Covenant for Maintenance Assessments

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

required, to place a Notice of Lien with respect to said assessment on said Lot of record in the Office of the Warren County Court Clerk. Any lien created by the Declaration shall be deemed to be subordinate to any mortgage granted by a lot owner to a lender.

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

SECTION THREE. Special Assessments. In addition to the annual assessments authorized herein, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any Association expense deemed reasonably necessary by the Association; provided, however, that any such special assessment shall have the assent of seventy-two percent (72%) of the votes available to Members present and voting in person or by proxy at an annual or special meeting of the Membership of the Association at which a quorum is present; provided, however, that no lot owned by Developer (except a Lot conveyed and reacquired by Developer) shall be subject to a special assessment. Such special assessments shall be due and payable on the date or dates which are fixed by the resolution authorizing such special assessment.

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

[SIGNATURE PAGE TO FOLLOW]

ARTICLE X

Execution by Declarant

BK Development of Bowling Green, LLC, has executed this Declaration of Restrictive Covenants because of its ownership interests in the real property constituting Windsor Trace Farms, for the purpose of subjecting such real property, and its interest therein, to the terms of this Declaration.

This 24 day of Sept., 2019.

BK DEVELOPMENT OF BOWLING GREEN, LLC

By: [Signature]

Name: Barrett Hammer

Title: Member

COMMONWEALTH OF KENTUCKY
COUNTY OF WARREN

Acknowledged before me this 24th day of September, 2019, by Barrett Hammer member of BK Development of Bowling Green, LLC, a Kentucky limited liability company, named above to be his free act and deed, on behalf of the company.

Cherolyn D. Storey

Notary Public, State-at-Large

My Commission Expires: 10-11-20

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

By: [Signature]

Kevin C. Brooks

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