

First Amendment to
Declaration of Restrictive Covenants for
Hardcastle Farms Subdivision,

WARREN COUNTY
D1191 PG580

By H&A Development, LLC and Gemini Homes, Inc.

Phase 1

This DECLARATION OF RESTRICTIVE COVENANTS FOR HARDCASTLE FARMS SUBDIVISION for Lots 1-10 is made and published by H&A Development, LLC herein referred to as “Declarant” or “Developer”, whose address is 1685 Pleasant Hill Road Bowling Green, Kentucky 42103.

WHEREAS, the developer is the owner of the real property shown on the certain plat of record in Major Plat Book 43, Pages 175 & 176, identified as Hardcastle Farms Subdivision and any revision on thereto or other plats further recorded in the Warren County Clerk’s Office for Warren County, Kentucky; and,

WHEREAS, all restrictions, covenants and conditions set forth in the Development Conditions recorded in CLU Book 9, Page 285 in Warren County Clerk’s office; and,

WHEREAS, Developer desires to provide for the protection and preservation of the values, desirability, and attractiveness of Hardcastle Farms; and,

WHEREAS, Developer further desires to establish for the Developer’s benefit and the mutual benefit and advantage of all future owners and occupants of Hardcastle Farms or any portion thereof, certain rights, essentials, privileges, obligations, restrictions, covenants, and regulations governing the use and occupancy of Hardcastle Farms; and,

WHEREAS, Developer desires to establish a fence and landscaping maintenance easement right whereby the Homeowner’s Association for Hardcastle Farms Subdivision, Hardcastle Farms Subdivision, Inc., will have the right but not the obligation to maintain and install fencing, landscaping, mowing and otherwise maintain certain fencing, landscaping and mowing in an area described in a Deed by and between Developer and itself as both Grantor and Grantee which establishes a twenty-five (25) foot wide easement more particularly described in Deed Book 1171, Page 316b in the Warren County Clerk’s office; and,

WHEREAS, since the establishment of the original Declaration of Restrictive Covenants, Gemini Homes, Inc., has been conveyed a Deed on July 25, 2019 recorded in Deed Book 1189, Page 256 in the Warren County Clerk’s office, so that it’s consent is necessary to also establish this Fence and Landscaping Maintenance Easement and to amend the Declaration of Restrictive Covenants;

NOW, THEREFORE, Developer, with the consent of the only other lot holder, Gemini Homes, Inc., for the purpose set forth above and further hereinafter set forth, declares as follows:

ARTICLE 1

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 Hardcastle Farms, or until Developer shall have relinquished its authority to act as the ARC by a writing addressed to the Association, after which the ARC shall mean and refer to the Association, 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 Hardcastle Farms Homeowner's Association to be organized as set forth and as provided for herein.
- c. "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. "Common Area" shall mean and refer to all portions of the Subdivision as now or hereafter shown on the Plat which is not a portion of a platted building Lot or shown as "open space" on the Plat. Also included in the "Common Area" is that certain fence, mowing and landscaping maintenance easement that is established in a Deed of record in Deed Book 1191, Page 366 in the Warren County Clerk's office, being a twenty-five feet wide area running parallel with Hunts Lane along the frontage of Lots 1, 5 & 6 of Plat Book 43, Page 175-176 and located along the south-east side of the existing 25-foot B.S.B.L., UTIL. & DRAIN. ESM'T as shown on Plat Book 43, Page 176. As to this newly established fence, mowing and landscaping maintenance easement established in the aforementioned Deed, the Homeowner's Association for Hardcastle Farms Subdivision shall have the right but not the obligation to maintain this common area as directed by the Subdivision's Homeowner's Association.
- f. "Declaration" shall mean and refer to this Declaration of Restrictive Covenants and those certain Development Plan Conditions filed pursuant to Section 3.11 of the Joint Zoning Ordinance of Warren County, Kentucky recorded in CLU 9, Page 286 in the office of the Warren County Clerk together with this Declaration of Restrictive Covenants
- g. "Lot" shall mean and refer to any plot of land to be used for single-family residential purpose or so designated on the Plat.
- h. "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.
- i. "Hardcastle Farms" or "Subdivision" shall mean and refer to that certain residential community known as Hardcastle Farms, which is being developed on real property now owned by the developer in Warren County, Kentucky and is shown on the Plat.
- j. "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 Hardcastle Farms, of record in Plat Book 43, Pages 175-176, the office of the Warren County Court Clerk, and any additional or amended plats filed with regard to Hardcastle Farms.
- k. "Plat" shall mean or refer to the Plat of Hardcastle Farms, of record in Plat Book 43, Pages 175 - 176, the office of the Warren County Court Clerk, and any additional or amended plats filed with regard to Hardcastle Farms.

- l. "Person" shall mean and refer to a natural person, as well as corporation, partnership, firm, association, trust, or legal entity. The use of the masculine pronoun shall include neuter and feminine, and the use of the singular shall include the plural where context so requires.
- m. "Property" or "Properties" shall mean and refer to all that certain estate, exclusive or public streets, shown on the Plat.

ARTICLE 2

Properties Subject to the Declaration

SECTION ONE. **Subjection of the Properties Declaration.** The Declarant, as legal title holder in fee of the Properties, hereby submits and subjects the Properties of the provisions of the Declaration. This Declaration shall constitute covenants with the land and binding upon all parties 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 the 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 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. These covenants are to run with the land and shall be binding on all Owners and all persons claiming an interest herein until December 31, 2049, unless this Declaration is extended by an instrument signed by not less than Eighty-Five percent (85%) of the Owners of the Lots prior to the termination listed herein.

ARTICLE 3

Architectural and Engineering Control

SECTION ONE. **Approval of Plans and Specifications.** No building, fence, gazebo, outbuilding, wall, pool, playground equipment 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 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 that it does not feel 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 30 days after said plans and specifications have been submitted to it, approval shall 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 the 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. All corner Lots shall face the main boulevard of each street, there shall be no side entry garage from an adjoining street unless otherwise approved in writing by the Developer.

SECTION THREE. Building Materials. Foundations shall be either brick or stone, or a combination of both, and shall extend to the ground level. No split-faced block shall be allowed as a building material as part of a residence or out-building. All residences shall be a minimum of seventy-five percent (70%) brick, stone, dryvit, cement-based siding, man-made stone or other modern masonry materials. All accessory or detached structures will be of the same or complimentary material as the primary structure. Brick or stone foundations must extend to grade so that no concrete foundation or foundation walls are visible. However, Developer recognizes that the appearance of other building materials may be attractive and innovative and reserves the right of the ARC to approve in writing the use of other exterior building materials. Vinyl material is permitted in soffits and undersides of porches. All chimney and/or fireplace vents and/or chimney chases or chimney offsets shall be constructed of brick or other masonry material with a foundation extending to ground, unless there is written approval from the ARC. In no case shall any chimney and/or fireplace vents and/or chimney chases or chimney offsets be veneered in aluminum or vinyl material or siding.

SECTION FOUR. Structures.

- a. **Minimum Floor Area.** The ground floor area of a one-story house shall be, exclusive of garages and porches, a minimum of 2,100 square feet. The ground floor area of 1-1/2 or 2 stories above ground shall have a minimum of 1,500 square feet on the first floor exclusive of garages and porches. The ground floor area of residences with a single floor over a walkout basement shall have a minimum 2,100 square feet on the ground level. The floor area referred to in the 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.
- b. **Roof Pitch.** The roof pitch of the main body of the house shall be 9/12 or greater unless otherwise approved in writing by the Developer or ARC. All counter flashing shall be copper or color coordinated.
- c. **Color Palette.** The exterior color palette shall be submitted with the plan for approval. Samples shall not be required unless requested by the ARC. Preference is given to neutral earth tones and a traditional color palette consistent with the neighborhood.
- d. **Columns and Posts.** All columns and decorative posts on the front of the residence shall be fiberglass or wood with a minimum diameter of 10", unless approved otherwise by the ARC. Rear and side porch columns shall not be smaller than 8" in diameter, unless otherwise approved in writing by the Developer or the ARC.

- e. **Deck.** Except over walk out basement with patio, wood decks shall have foundation screening built of decking boards or other materials approved by the ARC.

SECTION FIVE. Landscaping and Driveways. Driveways shall be surfaced with bituminous asphalt, concrete, or masonry pavers or a combination of these. Driveways shall be finished within ninety (90) days of occupancy of the residence. After construction of a residence, the Owner shall within (90) days grade the lot and plant grass on the entire Lot with at least the front and side yards being sodded and the remainder may be seeded and strawed. The Owner shall install foundation landscaping in keeping with the character of the surrounding Lots. This section shall not prohibit decorative flower beds, nor gardens in the rear yards so long as such gardens are not visible to neighbors. All yard items over two feet in diameter which include, but are not limited to, fountains, statues, play equipment, etc. shall not create an objectionable nuisance, as defined and interpreted by the ARC, to the neighborhood and must be approved in writing by the ARC prior to construction or installation. A minimum of two (2) 2" caliber trees shall be planted and maintained in the front lawn of the home. Trash and HVAC facilities shall be screened from the street and side view with evergreen shrubs or other acceptable screening.

SECTION SIX. Mail and Paper Boxes. Boxes and Receptacles for mail and newspapers shall be at a location and of a design prescribed by the Developer and/or ARC and as required by the US Postal Service.

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 and Zoning 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, Kentucky. Each Owner shall, upon acquisition of a Lot, and always thereafter, be responsible for compliance with all local, state, and federal laws, rules, and regulations, as they exist from time to time relating to storm water runoff, storm water quality, erosion control, silt control, and prevention, and similar issues related to storm water. Each lot Owner shall be responsible for submitting the Letter of Intent (LOI) to the Kentucky Division of Water for the Lot. All culvert pipes shall have poured concrete, brick, or stone head walls with a minimum of 1' of grass separation of driveway and headwall.

SECTION EIGHT. Garage Construction. All homes shall be required to have a fully attached enclosed side entry or rear entry garage for not less than two (2) cars and not more than four (4) cars and containing not less than a minimum of 400 square feet unless approved in writing by the ARC. Any out building or auxiliary building must be constructed of the same materials as the principle structure on the Lot and have a roof pitch of at least 9/12, unless otherwise approved by the Developer or ARC. Detached garage doors may face the street so long as the front plane of the detached garage or auxiliary building does not exceed the rear plane of the residence. Prefabricated or manufactured buildings shall not be allowed.

SECTION NINE. Construction Procedures. Each Lot Owner is responsible for policing the Lot during construction and for maintenance of the construction site in a neat and orderly manner. Construction materials may be stored only on the Lot where the 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 during construction. Any mud, gravel, or debris from a construction site which gets on to a street shall be promptly removed and the street cleaned, Provided the ARC has given a 24 hour written notice to the Owner, the ARC shall have the authority to remedy any violation of this section and charge the Lot Owner for expense relation to such remedy, which charge shall be enforceable and collectible as an assessment and constitute a lien on the Lot as provided herein. All building or construction sites shall have dumpsters on site for construction waste and debris. All building or construction sites shall provide portable toilet facilities for the duration of the construction period. No burning of construction materials shall be permitted on any site except that used for personal warmth.

SECTION TEN. Fences. Accepted fences are the black powder coated aluminum (Jerith #101 or equivalent) with a minimum of four foot height. No chain link fence shall be permitted. Other fence material such as wood 4 planks, stone or brick may be approved at the sole discretion of the ARC. When privacy is desired, it is encouraged that that be obtained with trees, shrubs, or other landscaping. No fence shall be constructed until in writing, prior to installation by the ARC as to its material, design, and location. Fences shall be allowed in rear yards only and may not extend beyond the rear plane of the residence facing the street. No animal pens shall be allowed. All retaining wall material shall be constructed of stone or brick veneer unless other materials are approved by the ARC. No retaining wall shall be built or constructed until approved in writing, prior to installation by the ARC as to its material, design, and location.

SECTION ELEVEN. Pools. Above ground pools shall not be permitted. All in ground pools shall be approved in writing by the ARC prior to construction beginning. All pools shall be located to the rear of the residence.

SECTION TWELVE. Architectural Control. Notwithstanding any other provision herein the Developer may at any time relinquish architectural control and transfer control to the ARC by notifying the Association. The Association may appoint a committee of 3 or more persons to serve as the ARC and may employ other persons to assist in architectural review.

Article 4

Use Restrictions

SECTION ONE. Land Use; Buildings. No two more Lots may be combined and subdivided so as to obtain a larger number of Lots that existed before combining. 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 on single family dwelling designed for the occupancy of one family, not to exceed two (2) stories in height, excluding the basement, a garage, and an approved auxiliary building or out building or approved fences, pools and related improvements all of which must be approved in advance as provided in Article 5.

SECTION TWO. Setback. No structure shall be located on any Lot nearer to any Lot line than the maximum building setback lines shown on the Plat, for said respective Lot.

SECTION THREE. Nuisances. No noxious or offensive trade or activity shall be conducted upon 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 and development is completed.
- b. No outbuilding, trailer, recreational vehicle, bus, basement, tent, shack, garage, barn, or other structure, other than the main residence erected on the Lot shall at any time be used as a residence, temporarily or permanently.
- c. No trailer, recreational vehicle, bus, boat, or commercial vehicle including semi-tractor trailer, box truck/van or any vehicle equipped with an air brake system, shall be parked, or kept on any Lot at any time unless housed in a garage or basement. No inoperable automobile, trailer, recreational vehicle, bus or boat shall be parked or kept for longer than 72 hours on any Lot (except in a 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 pick-up truck, shall be parked on any street. All parking on streets shall be prohibited, except for occasional social events, in which case parking on streets shall be allowed for no more than 10 hours.

SECTION FIVE. Animals. No animals, including reptiles, livestock, 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 pet, 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. Underground pet fencing is permitted. No bee-keeping shall be allowed on any lot.

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

SECTION SEVEN. Business. No trade or business profession or occupation of any kind shall be conducted on any Lot except that owners occasionally may receive business calls at their home. Nothing shall be done on any Lot which may be an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof, the builder or developer may use a new house thereof as a model home for display or for the builder's own office, provided said use terminates within one (1) year from completion of the house, unless otherwise granted an extension by the Developer or the ARC.

SECTION EIGHT. Signs. No signs 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 for the advertising the sale or

rent thereof, or builders signs during construction or remodeling, which shall not be greater in area than eight (8) square feet; except that the Developer shall have the right to erect larger signs when advertising the Development. This restriction shall not prohibit the placement of occupant name signs and Lot numbers allowed by applicable zoning regulations.

SECTION NINE. Garbage and Refuse. Not Lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Garbage and refuse shall be placed in suitable containers which shall be concealed and contained within building or by means of a screening wall or material similar with that of the building or by sufficient landscaping to provide 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 to exceed twelve (12) hours. No materials, supplies or equipment shall be stored except inside a closed building or behind a visual screen so as to not be visible. No unsightly growth shall be permitted to grow or remain anywhere thereon. No compost pile shall be allowed. In the event that any Owner shall fail or refuse after a fifteen-day notice delivered or mailed to last known address 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 on any Lot, not any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having authority 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 reconstruction thereof except when done so inside an enclosed garage. This restriction shall apply to all vehicles in operating condition.

SECTION TWELVE. 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 THIRTEEN. Window Air Conditioners. Window air conditioners shall not be permitted.

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

ARTICLE 5

Exterior Maintenance

It shall be the duty of each Owner to keep every Lot and house in the subdivision maintained in a reasonable manner according to general standards of maintenance prevailing throughout the community, as determined by the ARC. It shall further 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. Grass on all Lots shall not grow taller than 6". Should any Owner fail to do so, the Association shall be authorized to perform exterior maintenance upon each Lot as follows; paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, walks, and other exterior improvements, including lawn mowing. 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 6

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 the Developer until all improvements in the Subdivision have been dedicated to and accepted by 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 7

General Provisions

SECTION ONE. Enforcement Lien. The Association, the Developer or any Owner (except in a case where this Declaration specifically authorizes action by the Developer or the Association) shall have the right to enforce by any proceeding, at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Developer 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, or the ARC enforcing any provision of the 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 remedy any violation of the Declaration, such entry shall not constitute a trespass. The Owner shall reimburse the Developer and/or the Association for all expenses incurred in connection with the enforcement of this Declaration. Such expense(s), together with fees, including a reasonable attorney fees and other necessary expenses, shall constitute a lien on the Lot. 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 way affect any other provisions which shall in full force and effect.

SECTION THREE. Amendment. The Developer shall have the authority to amend this Declaration at any time, provided that the Developer still owns at least one Lot of the property (excluding any Lot sold and reacquired by the Developer). Furthermore, this Declaration may be amended by an instrument signed by not less than eighty-five (85%) of the Owners of the Lots, provided that no amendments shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided or affect the payment of any lien established under these restrictions. Any amendment must be recorded and shall be effective when placed of record in the appropriate public records of Warren County, Kentucky. For purpose of this section, the Developer shall be deemed to be the owner of three (3) Lots for every whole acre of the Property for which a subdivision into Lots has not yet occurred.

SECTION FOUR. Rights and Obligation. 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 jurisdictions, rights and powers created or reserved by the provisions of the 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 the Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

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

ARTICLE 8

The Association

SECTION ONE. Membership. The Owner of any Lot, including the Declarant and the Developer, upon acquired 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 the 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. Number of Votes. The Association shall have two (2) classes of voting membership:

- i. Class A: Class A member 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 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 member 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 or Landscape Easements. To operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the Common Areas.
- b. Assessments. To Levee 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 other, all of the provisions hereof.

Article 9

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 it shall be so expressed in such deed, is deemed to covenant, and agree for each Lot owner; 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 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 Assessment. From and after the date of sale of the first Lot to anyone other than the Developer, the Association shall 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 of each year.. 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 for the first year 2019 shall be \$300. 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 Assessment. In addition to its annual assessments authorized herein, the Association may Levee special assessments for the purpose of defraying, 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 percent (70%) of the votes available to 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 owned by a Lot Owner, if not paid in full by the due date, shall bear interest at the rate of 8% per annum from the due date until paid.

ARTICLE 10

Execution by Declarant

H&A Development, LLC has executed this Declaration of Restrictive Covenants because of their ownership interests in real property constituting Hardcastle Farms, for the purpose of subjecting such real property, and their interest therein, to the terms of the Declaration.

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H&A Development
H&A Development, LLC
A Kentucky limited liability company

By: [Signature]
Kelly Arnold, Authorized Member and
Manager

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF WARREN)

Subscribed, sworn to and acknowledged before me by H&A Development, LLC, a Kentucky limited liability company, by and through its authorized Member and Manager, Kelly Arnold, this 23RD day of Aug, 2019.

[Signature]
Notary Public # 578540
My commission expires: 6-7-21

Gemini Homes, Inc.,
A Kentucky corporation

By: [Signature]
Kelly Arnold, President

COMMONWEALTH OF KENTUCKY)
)SS
COUNTY OF WARREN)

Subscribed, sworn to and acknowledged before me by Gemini Homes, Inc., a Kentucky corporation, by and through its President, Kelly Arnold, this 23RD day of Aug, 2019.

This Instrument Prepared by:
Reynolds, Johnston, Hinton & Pepper, LLP
310 East 11th Ave.
P. O. Box 4000
Bowling Green, KY 42102-4000

[Signature]
Notary Public # 578540
My commission expires: 6-7-21

By: [Signature]
Larry F. Hinton

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