

**DECLARATION OF RESTRICTIVE COVENANTS
FOR
HARMONY SUBDIVISION
AND
ESTABLISHMENT OF THE
HARMONY HOMEOWNERS' ASSOCIATION, INC.**

THIS DECLARATION OF RESTRICTIVE COVENANTS FOR HARMONY SUBDIVISION (the "Declaration"), is executed this _____ day of _____, 2022, by **J. Allen Builders, Inc., a Kentucky corporation** (herein, the "Declarant" and/or the "Developer");

WHEREAS, the Declarant is the owner of real property consisting of 92.2 acres and as further described on Exhibit "A" attached hereto and made a part hereof;

WHEREAS, Declarant desires to provide for the protection and preservation of the values, desirability and attractiveness of Harmony Subdivision; and

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

WHEREAS, Declarant reserves the right to acquire additional real property and subject it to the terms of this Declaration, making it part of Harmony Subdivision and the Harmony Homeowners' Association, Inc.

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:

1. "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 Harmony Subdivision, 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.
2. "Association" shall mean and refer to Harmony Homeowners' Association, Inc. to be organized as set forth and as provided for herein.

3. "Board" shall mean and refer to the Board of Directors of the Association.
4. "Building" shall mean and refer to the single-family residential building and any garage or accessory building which may be built on each lot.
5. "Common Area" shall mean and refer to any and 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.
6. "Declaration" shall mean and refer to this Declaration of Restrictive Covenants (and as amended in the future) applicable to Harmony Subdivision and which is recorded in the office of the Warren County Court Clerk in Bowling Green, Kentucky.
7. "Lot" shall mean and refer to any plot of land to be used for single-family residential purpose and so designated on the Plat.
8. "Majority of Owners" shall mean and refer to the holders of more than sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of the total votes of the Members.
9. "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.
10. "Harmony" or "Subdivision" shall mean and refer to that certain residential community known as Harmony Subdivision, which is being developed on real property now owned by the Developer in Warren County, Kentucky, and shown on Exhibit "A".
11. "Owner" or "Lot 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 Harmony Subdivision, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.
12. "Plat" shall mean and refer to the Plats of Harmony Subdivision in the office of the Warren County Court Clerk. The Subdivision will be developed in multiple phases with multiple plats and Plat shall include any and all plats, additional plats or amended plats filed with regard to Harmony Subdivision, and any additional property Declarant/Developer may desire to add to the Subdivision and bind to this Declaration.
13. "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.

14. "Property" or "Properties" shall mean and refer to any and all of that certain real estate, exclusive of public streets, shown on Exhibit "A" and any additional property Declarant/Developer may desire to add to the Subdivision and bind to this Declaration.

ARTICLE II - Properties Subject to this 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.

Additionally, Declarant may acquire additional real property subsequent to the recordation of this Declaration to expand the Harmony Subdivision in addition to the 92.2 acres subject herein. Declarant shall have the right, but not the obligation, in its sole discretion, to submit this additional real property to the terms of this Declaration, making the property part of Harmony Subdivision and the Harmony Homeowners' Association, Inc. The additional property must be adjacent to and adjoining property already subject to this Declaration and to expand Harmony Subdivision. Declarant may join this later acquired property to the terms of this Declaration in its sole discretion without the request or approval of any Lot Owner of existing Property in Harmony Subdivision. All terms of this Declaration would bind the additional property and the Property already subject to this Declaration and the Harmony Homeowners' Association, Inc. Declarant may join the additional property by recordation of an Amendment or Supplement to this Declaration in the Warren County Clerk's office. No notice to any Lot Owner is required.

ARTICLE III – Architectural and Engineering Control

SECTION ONE. Approval of Plans and Specifications. No 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 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 thirty (30) 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. Exteriors of all residences and all other structures shall consist of brick, stone, dryvit, cement based siding, man-made stone, other modern masonry material, or vinyl siding. Brick, stone, or man-made stone shall extend to grade for residences constructed with siding materials. All accessory or detached structures shall compliment the material used in the primary structure. Plain faced and split face block is prohibited as an external façade.

SECTION FOUR. Minimum Floor Areas. The ground floor area of a one-story house shall be, exclusive of garages and porches, a minimum of 1,200 square feet. Residences which are 1-1/2 stories or 2 stories shall have a minimum of 800 square feet on the first floor, 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 building shall exceed two stories in height.

SECTION FIVE. Landscaping, Driveways. Driveways should be surfaced with concrete and must be a minimum of 18' wide from garage to street. All driveways and sidewalks must be finished at the time of building construction. At completion of construction of the residence, the Owner shall within thirty (30) days grade the lot and plant grass on the entire Lot including sod on the front yard to the front building corners and shall install foundation landscaping in keeping with the character of the surrounding Lots. All Lots must contain at least one (1) tree in the front yard with a 2 ½ inch minimum caliper when planted.

SECTION SIX. Mailboxes. Mailboxes shall be in a cluster-style mailbox system, with the location determined by the Developer and the United States Postal Service. Maintenance of the cluster-style mailbox system shall be the responsibility of the Association.

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 approve 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. 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 Lot Owner shall be responsible for submitting the Letter of Intent (LOI) to the Kentucky Division of Water for the Lot.

SECTION EIGHT. Garage Construction. All residences are required to have an attached minimum of a one-car garage with a minimum 18 foot concrete driveway. The interior walls of all garages must be finished.

SECTION NINE. Pools. No above ground pools are permitted.

SECTION TEN. Sidewalks. Each Lot Owner is required to install sidewalks with two years from the date of recordation of the Plat for the applicable Lot in the Warren County Clerk's Office, or prior to the issuance of a Certificate of Occupancy whichever is sooner. Each Lot Owner may be required to post a cash bond to the Planning Commission of Warren County to secure its obligations to install sidewalks after the second year.

SECTION ELEVEN. 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 gets onto a street shall be promptly removed and the street cleaned. The ARC 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, which charge shall be enforceable and collectible as an assessment and constitute a lien on the Lot as provided herein.

SECTION TWELVE. Fences. Fences in the Subdivision may be must be constructed of white vinyl. No fence shall be constructed until approved in writing, prior to installation by the ARC as to its material, design, location and installation procedure. All fences shall be professionally installed according to manufacturer instructions and maintained accordingly. The Association and/or ARC shall have the right, but not the obligation, to require Owners to repair, replace or remove fences. Fences shall be allowed in rear yards, only, and may not extend beyond the rear corner of the residence. No animal pens shall be allowed.

SECTION THIRTEEN. Propane Gas Tanks. Any propane gas tanks installed shall be installed underground.

SECTION FOURTEEN. Exterior Lighting. All exterior lighting shall be directed downward, or if decorative, shall be of a low wattage. All exterior lighting shall be designed and maintained in such a manner so as to light only the Lot upon which the residence is located and shall not light any adjacent lot nor be designed in such a manner as to be intrusive upon any adjacent lots.

SECTION FIFTEEN. Architectural Control. Notwithstanding any other provision herein the Developer may at any time relinquish architectural control and transfer architectural control to the ARC by notifying the Association, in writing, of the Developer's decision to transfer

architectural control, to 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 it in architectural review.

ARTICLE IV – Use Restrictions

SECTION ONE. Land Use; Buildings. No Lot shall be used for any purpose except for private single family residential homes. 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, not to exceed two 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 V. Any out building or auxiliary building must be constructed of the same materials as the principal structure on the Lot, have a roof with a pitch of at least 4/12.

SECTION TWO. Setbacks. 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, immoral, unlawful, 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.

1. 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. Pre-built sheds delivered to a residential home are not considered temporary.
2. No outbuilding, trailer, recreational vehicle, bus, camper, 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.
3. No trailer, recreational vehicle, camper, bus, boat, 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, camper, bus, or boat shall be parked or kept for longer than 24 hours on any Lot (except in the garage or basement) or parked on any street. All parking of any kind on streets shall be prohibited, except only for occasional social events, in which case parking on streets shall be allowed for no more than five hours. The parking of any vehicle so as to block pedestrian access to sidewalks within the subdivision is prohibited. The ARC may enforce this provision by establishing a system of monetary fines, or by towing, and such fines, or the expense of such towing, shall be paid by the offending Lot Owner, all of which expense shall constitute a lien on the Lot as provided in this Declaration, and be collectible as an unpaid assessment.

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. Otherwise, all animals shall be kept on a leash and under proper control of its owner. Owners shall be responsible for immediate removal of all pet waste and pet sanitary matters. Animals shall not be maintained in a way that becomes an annoyance or nuisance to the Subdivision or any adjoining lot. No animal shall be allowed to annoy residents of the Subdivision unreasonably, to endanger the life or health of other animals or persons, or to substantially interfere with the quiet enjoy of others. Owners shall be deemed in violation if an animal at their residence (1) consistently or constantly makes excessive noise (which includes, but is not limited to, barking that is persistent and occurs for an extended period of time or on a repeated basis); (2) causes damage to or destruction of another's property; (3) causes unsanitary, dangerous or offensive conditions; (4) creates a pest, parasite or scavenger control problem which is not effectively treated; (5) attacks, bites, or injures a person, or snaps, growls, jumps on or otherwise threatens persons or other animals without provocation (with these acts considered violations whether the animal is confined by fence, chain or leash, or under the control of a responsible person); or (6) in any way disturbs the peaceful enjoyment of the neighborhood in the discretion of the Association.

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

SECTION SEVEN. Business Home Occupations. No trade business profession or occupation of any kind shall be conducted on any Lot except that owners occasional may receive the business calls at their home. Nothing shall be done on any Lot which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof, a new house may be used by the builder thereof as a model home for display or for the builder's own office, provided said use terminates within six (6) months from completion of the house.

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 four (4) 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 shall be placed in suitable containers; 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 the trash collection day and the night preceding the trash collection day. 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 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.

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 12 inches before mowing is required and grass on Lots with residences shall not be allowed to grow to more than 6 inches before mowing is required. 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 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 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, 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, attorneys 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 way 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). This Declaration may be amended by an instrument signed by not less than two-thirds (2/3) of the Owners of the Lots, provided that no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or affect any lien for the payment thereof established herein. 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.

SECTION FIVE. Run with the Land. Unless cancelled, altered, or amended under the provisions of this Article, the covenants and restrictions of this Declaration shall run with and

bind the land, for a term of fifty (50) years from the date the Declaration is recorded, after which time they shall be automatically extended for three (3) successive periods of ten (10) years each.

ARTICLE VIII – The Association

SECTION ONE. Formation. The administration and supervision of the foregoing covenants and restrictions and all indicated open space or recreational areas and the adoption of rules and regulations governing the use of same shall be by a Kentucky non-profit, non-stock corporation entitled “Harmony Homeowners’ Association, Inc.,” which shall be incorporated to include all Lot Owners as members thereof all.

SECTION TWO. Initial Control. As provided in the Bylaws of the Association, Until such time as the Inception Meeting of the Lot Owners is held, the affairs of the Association shall be conducted solely and entirely by initial the Board of Directors, and the proceedings of meetings of Lot Owners as members of the Association or otherwise, if any such meetings are held, shall have no effect. The Inception Meeting shall not be held until the Developer has sold 60% of the Lots in Harmony Subdivision. **If additional property is submitted to the terms of this Declaration, the Inception Meeting shall be delayed until the Developer has sold 60% of the then total Lots in Harmony Subdivision, if so elected by Declarant, in its sole discretion.**

SECTION THREE. 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. The Association shall have two (2) classes of voting membership:

1. 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.
2. 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. 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; or

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:

1. Operation and Maintenance of Common Areas. To operate, maintain, keep in good condition, and otherwise manage or provide for the operation, maintenance, and management of the Common Areas, which shall additionally include the entrance to the Subdivision and all identifying signage for the Subdivision. To operate, maintain, keep in good condition, and otherwise manage or provide for the operation, maintenance, and management of all drainage easement areas as shown on the Plat. To operate, maintain, keep in good condition, and otherwise manage or provide for the operation, maintenance, and management of the Post Construction Water Quality Plan administered by the Warren County Storm Water Division of Warren County, KY or its successor. After completion of all improvements to Harmony Subdivision by the Developer in accordance with all governmental requirements, responsibility for any these items shall be turned over to the Association.
2. Assessments. To levy assessments on the Owners of Lots, and to enforce payment of such assessments.
3. 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 shall set an annual assessment, same being billed on February 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 for the first year shall be \$250.00.** 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 percent (70%) 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 March 1st 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 12% per annum from the due date until paid.

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ARTICLE X – Execution by Declarant

J. Allen Builders, Inc., has executed this Declaration of Restrictive Covenants because of their ownership interests in the real property constituting Harmony Subdivision, for the purpose of subjecting such real property, and their interest therein, to the terms of this Declaration.

This the ____ day of _____, 2022.

J. Allen Builders, Inc.

By: _____

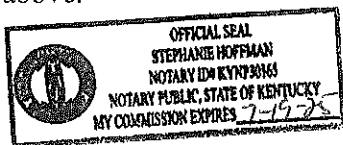
Joseph Allen, President

COMMONWEALTH OF KENTUCKY)

) ss

COUNTY OF WARREN)

The foregoing Declaration was acknowledged, subscribed and sworn to before me this the ____ day of _____, 2022 by Joseph Allen, acting in his capacity as President of **J. Allen Builders, Inc., a Kentucky corporation**, and was the act of the corporation for the purposes stated above.



NOTARY PUBLIC
My Commission Expires: 7-19-2025

THIS INSTRUMENT PREPARED BY:

REYNOLDS JOHNSTON HINTON, LLP
Attorneys at Law
310 East 11th Street – P. O. Box 4000
Bowling Green, KY 42102-4000

By: _____
LINDSAY H. HINTON

Exhibit "A"

PARCEL ONE:

A certain tract of land located in Warren County, Kentucky, "beginning at the northern corner of the George Jenkins farm and the H.K. Doty Lane and running S. 80 ½ E. 2267 ft. with the George Jenkins line to a stone, the corner of said Jenkins land; thence N. 29 ¼ E. 610.5 feet, more or less, to a stone; thence S. 65 W. 20 ft. to a stone; thence N. 29 ¼ E. 15 ft. to a corner in the Layson Lane; thence N. 65 W. 20 ft. to a stone; thence N. 81 ½ W. 1128 ft. to a corner of R.L. Layson farm; thence N. 24 E. 893 ft. to another corner of said Layson farm; thence N. 81 W. 1180 ft. with the said Layson line in a corner in H.K. Doty Lane; thence S. 25 ¼ W. 1500 ft. to the beginning, and containing 54 acres, more or less".

PARCEL TWO:

Beginning at an iron pin on the east side of Moorman Road 25 feet from its centerline and also being approximately 5307 feet from the centerline of the Plum Springs Road, said iron pin also being a corner common to the Roger Garrett Land (Deed Book 634, Page 141); thence with Garrett line, S. 66 deg. 23 min. E. 262.26 feet to an iron pin; thence N. 24 deg. 49 min. E., 196.16 feet to an iron pin in the M.A. Napier line; thence with the M.A. Napier (Deed Book 622, Page 454) line, S. 78 deg. 10 min. E., 843.99 feet to a post; thence N. 14 deg. 23 min. E., 333.40 feet to a post in the Parrish Auto Parts line; thence with the Parrish Auto Parts line (Deed Book 547, Page 685), S. 78 deg. 27 min. E., 1218.41 feet to a post in the O.L. Avery line; thence with the O.L. Avery line (Deed Book 376, Page 63), S. 31 deg. 07 min. W., 893.12 feet to a post; thence N. 80 deg. 22 min. W. 529.80 feet to a post, a corner to the Robert Holthaus land; thence with the Robert Holthaus (Deed Book 499, Page 675) line, N. 80 deg. deg. 26 min. W., 263.37 feet to an iron pin, a corner to the David Garrity land; thence with the David Garrity (Deed Book 494, Page 354) line, N. 80 deg. 17 min. W., 139.37 feet on an iron pin; thence N. 80 deg. 13 min. W. 442.05 feet to a post, a corner to the Harold Rector land; thence with the Harold Rector (Deed Book 405, Page 556) line, N. 79 deg. 48 min W., 283.03 feet to a nail in a 24-inch ash tree, a corner to the Leroy Jansen land; thence with the Leroy Jansen (Deed Book 521, Page 640) line, N. 80 deg. 21 min. W., 228.83 feet to an iron pin, a corner to the Jeffrey Meredith land; thence with the Jeffrey Meredith (Deed Book 639, Page 2) line, N. 79 deg. 54 min. W., 308.33 feet to an iron pin on the east side of the Moorman Road; thence with the right-of-way of Moorman Road, N. 19 deg. 25 min. E., 48.00 feet to an iron pin; thence N. 24 deg. 51 min. E., 52.00 feet to an iron pin; thence N. 26 deg. 09 min. E., 52.57 feet to an iron pin; thence N. 26 deg. 52 min. E., 127.75 feet to an iron pin; thence N. 26 deg. 51 min. E., 178.00 feet to an iron pin, which is the point of the beginning, containing 35.50 acres, pursuant to survey by Troye M. Meredith, PLS #2684, dated January 2, 1993.

NOTE: This survey includes Lots #3 and #4 on plat of record in Minor Subdivision Plat Book 14, Page 168, in the office of the Warren County Court Clerk.

THERE IS EXCEPTED AND NOT CONVEYED HEREIN Lots 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170 and 171 of Northridge ~ Section III as shown of record in Plat Book 36, Page 153 in the Warren County Clerk's Office.

PARCEL 3

Beginning at a point in the North right of way line of and being 25 feet from the center line of Moorman Lane; also a corner with Harold Recktor; thence with the right of way line S. 74° 01' E. 27.0 feet; thence N. 84° 49' E. 169.0 feet to a corner with Lot No. 1; thence N. 02° 11' W.

252.06 feet; thence S. 83° 44' E. 137.0 feet; thence N. 10° 05' E. 23.46 feet; thence S. 79° 52' E. 100.0 feet; thence N. 11° 39' E. 142.02 feet; thence N. 42° 34' E. 556.5 feet; thence N. 76° 11' W. 580.3 feet; thence 515° 59' W. 972.5 feet back to the point of beginning, containing 7.3 acres, more or less.

Parcel One and Parcel Two Source of Title:

Being the same property conveyed to J. Allen Builders, Inc. from Kenway Contracting, Inc., a Kentucky corporation, by Deed dated March 2, 2021 of record in Deed Book 1225, Page 667 in the Warren County Clerk's Office.

Parcel Three Source of Title:

Being the same property conveyed to J. Allen Builders, Inc., a Kentucky corporation, from the Estate of Georgia M. Garrity, by Deed dated April 17, 2020 of record in Deed Book 1204, Page 377 in the Warren County Clerk's Office.