

DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

FOR

SUNSET VILLAGE, PHASE I
(Mainstream, Phase II-A, Lots 77-I through Lot 77-T)

THIS DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR SUNSET VILLAGE, PHASE I ("Declaration") is made and imposed this ____ day of _____, 2014, by **CEES & DEES, LLC**, a Kentucky limited liability company maintaining a mailing address at 1065 Bloomfield Road, Bardstown, Kentucky 40004 ("Developer"); **SUNSET VILLAGE HOMEOWNERS' ASSOCIATION, INC.**, a Kentucky non-profit corporation maintaining a mailing address at P. O. Box 822, Bardstown, Kentucky 40004 ("Community Association"); and, **RIGGS ENTERPRISES, LLC**, a Kentucky limited liability company maintaining a mailing address at P.O. Box 822, Bardstown, Kentucky 40004 ("Riggs").

RECITALS:

A. The Developer is the owner in fee simple of that certain real property and subdivision known and identified as Sunset Village, Phase I, being comprised of Mainstream Subdivision, Phase II-A, Lots 77-I through 77-T, inclusive (hereinafter referred to as "Sunset Village, Phase I", or as the "Subdivision"), as shown upon the plat thereof appearing of record in Plat Cabinet 16, Slot 110, in the Office of the Clerk of Nelson County, Kentucky (the "Plat");

B. Developer has constructed or intends to construct certain patio homes or residential townhouse structures upon the lots depicted upon the Plat (hereinafter referred to individually as a "Lot" or collectively as the "Lots") that are or may be served by common entrances, driveways, utility service areas, and/or other common improvements, all as depicted upon the Plat (such areas being collectively referred to herein as the "Common Areas"); and, which structures are or may be served by common walls, privacy fences, roof elements and other common elements (such improvements being collectively referred to as the "Common Elements");

C. The Developer desires to dedicate and establish reciprocal easements between the Lots for the non-exclusive use of the Common Areas for ingress, egress and access to the improvements upon the Lots, and to impose upon said Lots certain covenants, conditions, restrictions, easements, assessments, rights and privileges, all to protect and enhance the ownership, maintenance, use, desirability and value of said Lots, the Subdivision, and all improvements thereon an therein;

D. The Developer hereby establishes by this Declaration a plan for the ownership, improvement, construction, modification, reconstruction, repair and replacement of the Subdivision, Common Areas and Common Elements by the owners of the individual Lots within the Subdivision; and,

E. It is not the intention of the Developer to establish a condominium or that the Subdivision be controlled by the Horizontal Property Laws under the Kentucky Revised Statutes, but only to borrow certain provisions or concepts from such Horizontal Property Laws with respect to the ownership and repair of the Subdivision, Common Areas and Common Elements as heretofore described.

DECLARATION:

NOW, THEREFORE, in consideration of the premises recited above, the Developer does hereby declare that the real estate and Lots comprising Sunset Village, Phase I, shall be owned, held, used, sold, leased, conveyed and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, liens and other provisions set forth as follows:

ARTICLE I - PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS

Section 1.1 **Subject Property.** The real estate to which this Declaration shall apply is that certain Subdivision known and identified as SUNSET VILLAGE, Phase I, Lots 77-I, 77-J, 77-K, 77-L, 77-M, 77-N, 77-O, 77-P, 77-Q, 77-R, 77-S, and 77-T, inclusive, as shown upon the Plat thereof appearing of record in Plat Cabinet 16, Slot 110, in the Office of the Clerk of Nelson County, Kentucky; together with such additional property as may hereafter be made subject to this Declaration in accordance with the provisions of Section 1.2 of this instrument below.

Section 1.2 Additions To Property; Adjacent Property Excluded.

(a) Additions. Additional real property may be hereafter annexed into the Subdivision, and may be made subject to this Declaration, or another declaration of covenants, conditions and restrictions acceptable to Developer, all as Developer may determine in its sole discretion. All such additions to the Subdivision shall be made by filing a Declaration of Annexation in the Office of the Clerk of Nelson County, Kentucky, with respect to such additional real property, which shall declare the annexation and addition of such real property to the Subdivision and shall extend the scheme of this Declaration to, or impose a scheme of such other declaration of covenants, conditions and restrictions acceptable to Developer on, such annexed real property. Any such Declaration of Annexation may contain such additions to and modifications of the provisions of this Declaration as Developer may choose to impose in its sole discretion.

(b) Adjacent Property Not Included. Property adjacent to the Subdivision and owned by Developer shall not be subjected to this Declaration or any other restriction until such time as Developer, in the exercise of its sole and absolute discretion, may record a Declaration of Annexation, or a separate declaration of covenants, conditions and restrictions, all in such form as Developer may deem appropriate.

Section 1.3 Cross Easements. Developer reserves the right to create cross easements between the Subdivision and any other property that may be added to the Subdivision as provided herein. The "Common areas" initially covered by this Declaration and hereafter created pursuant to the Plat for any property added to the Subdivision shall enure to the benefit of the owners of all Lots subject to this Declaration, or to such other declaration of covenants, conditions and restrictions as may be approved by Developer which so provides, and the common area allocable to the owners of all of such Lots shall enure to the benefit of the owners of Lots recorded earlier, each to enjoy the common area of the other and to have and hold the same as if each new Lot had been developed and subjected to this Declaration simultaneously.

Section 1.4 Easements for Access. Developer does hereby establish for the benefit of the present and future owners of the Lots, and their respective heirs, successors, tenants, guests, invitees, and assigns, non-exclusive, perpetual, reciprocal easements for ingress, egress and access over, across and through the entrances, driveways and parking lots, except as hereinafter restricted, all as depicted upon the Plat. Provided further, however, that there is reserved to each Lot and the future owner(s) of the separate Lots the right to utilize that portion of any common access area located entirely upon such separate Lot for parking purposes and use by the owners, tenants, invitees and guests of the residences located upon each such separate Lot. Any such reservation and use of parking areas upon an individual Lot shall be accomplished without material interference to ingress, egress and access to Common Areas and other improvements located on adjacent Lot(s).

Section 1.5. Roof, Common Walls & Other Limited Common Elements. Each separate owner of a Lot within the Subdivision shall have an undivided fee simple ownership interest in the roof on the structure in which that property owner's dwelling unit is located, and the common walls and other common elements, if any (collectively referred to herein as the "Limited Common Elements") to be held as a tenant in common with the owner(s) of the other residences located within the same structure. However, nothing herein shall prohibit two or more owners having an interest in an individual Lot, and title to said individual Lots may be held in any manner which is allowed by Kentucky law (i.e. as tenants in common, joint tenants with rights of survivorship, tenants by the entireties, etc.). With respect to the roof over, or any other Limited Common Elements upon, adjacent to or within, any structure located upon a Lot within the Subdivision, each property owner shall own and be responsible for the repair and maintenance, and replacement if necessary, of that portion of the roof which covers that owner's individual Lot or dwelling unit, and a proportionate share of any other Limited Common Elements. Replacement of the roof as a result of normal wear, tear, obsolescence, deterioration, casualty, or for any other reason as determined by the Developer or Community Association, shall be paid proportionately by each owner of a Lot or unit within a particular structure. In the event that the roof over any structure, or any portion thereof, is damaged in whole or in part, or exhibits wear or deterioration, in whole or in part, the Developer or the Community Association, as applicable, shall have the right to determine that the entire roof over such structure, or any portion thereof, shall be replaced or repaired to the satisfaction of the Developer or Community Association, in their absolute discretion, it being the intent of this provision to provide for uniformity of appearance and state of repair of all such roofs on an individual structure.

Section 1.6. No Partition. The Limited Common Elements as heretofore defined shall remain undivided; and no owner shall bring any action for partition of the same, it being agreed that this restriction is necessary in order to preserve the rights of owners with respect to the integrity of the structure(s) and individual dwelling units.

ARTICLE II - USE RESTRICTIONS

Section 2.1 Primary Use Restrictions. Except as otherwise expressly provided in this Declaration, no Lot within the Subdivision shall be used except for private single-family residential purposes, without the prior written approval of Developer. No structure shall be erected, placed, altered or permitted to remain on any Lot except one single-family residential dwelling designed for occupancy by one family (including a domestic servant living on the premises), not to exceed two and one-half stories in height, unless approved otherwise by Developer, in its sole discretion, and as permitted by applicable law.

Section 2.2 Further Subdivision Restricted. No Lot within the Subdivision shall be further subdivided, or its boundary lines changed, without the prior written approval of the Developer, in its sole discretion, in addition to any approvals required by applicable governmental authorities. All Lot owners are hereby informed that Developer has the express right, in its sole discretion, to subdivide, re-plat and/or alter the boundary line of any Lot owned by Developer, provided that any such division, boundary line change, or re-platting shall not be in violation of applicable subdivision and zoning regulations.

Section 2.3 Nuisances. No noxious or offensive trade or activity shall be conducted, carried on, or permitted to exist upon any Lot; nor shall anything be done on any Lot, or otherwise within the Subdivision, which may be or may become an annoyance or nuisance to the residents of the Subdivision or to Developer.

Section 2.4 Restrictions On Vehicles And Parking.

(a) No trailer, large truck (excluding private, non-commercial pick up trucks and sport utility vehicles), commercial vehicle, camper, camping vehicle, recreational vehicle, construction equipment, bus, motor home, boat or inoperable vehicle shall be parked or kept on any Lot at any time unless housed in an enclosed garage or basement, except as may otherwise be acceptable to Developer in its sole discretion.

(b) No vehicle or other object may be parked on Subdivision streets for any continuous period in excess of ten (10) hours, or for an aggregate period in excess of twenty-four (24) hours in any one calendar year.

(c) Vehicle maintenance within the Subdivision shall be limited to routine maintenance, care and upkeep and shall be conducted entirely within a garage or on a driveway immediately adjacent to the garage.

Section 2.5 Animals. No animals, including, without limitation, 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 those domestic pets traditionally recognized as household pets in the geographic area including Nelson County, Kentucky) may be kept in the residence on a Lot, provided that they are not kept, bred or maintained for any commercial or breeding purposes. In the case of dogs, cats and other household pets, no more than two of each may be maintained on any Lot, such pets shall always be kept under the control of the owner of same. No dog pens, dog houses, kennels or other outdoor animal shelters or containment areas shall be permitted on any Lot within the Subdivision without the prior written approval of Developer in its sole discretion. All permitted animals must be kept within the residential dwelling at night.

Section 2.6 Clothes Lines & Gardens. No outside clothes lines, or vegetable or weed gardens shall be erected, placed or permitted to remain upon any Lot.

Section 2.7 Fences & Walls. In addition to the requirements of Section 3.1 of this Declaration pertaining to the approval of structures, all fences, walls and other enclosures shall be subject to the following restrictions:

(a) No fences, walls, hedge rows or other enclosures of any type shall be erected, placed, altered or permitted to remain on any Lot nearer to any internal street within the Subdivision (not including Templin Avenue) than the rear wall(s) of the residence located thereon without the prior written approval of the Developer as to design, height, materials, location, and other factors deemed appropriate by Developer, in its sole discretion.

(b) All fencing materials, designs and locations must be approved by the Developer prior to the construction of same upon any Lot. No wire or chain link fences are permitted on any Lot without the prior written approval of the Developer, in its sole discretion.

(c) All fences and walls shall be constructed so that the finished side thereof, as determined by Developer, shall face away from the Lot upon which the same is constructed.

(d) Developer reserves the right (but without obligation to do so) unto itself and its successors and assigns to place a fence around the outer perimeter of the Subdivision, or to replace existing fences, all of which fences shall thereafter be maintained and repaired by the adjacent Lot owner, or at its election, by the Community Association.

Section 2.8 Swimming Pools. No above ground or in-ground swimming pools shall be constructed, placed or permitted to remain on any Lot within the Subdivision until construction plans and specifications, including plans detailing proposed fencing, placement, landscaping and lighting of the pool area, have been submitted to and approved by the Developer in the exercise of its sole discretion.

Section 2.9 Satellite Dishes & Antennae. No satellite dishes, television or radio antennae, microwave or other receivers and/or transmitters, or any similar devices shall be erected, placed or permitted to remain on any Lot within the Subdivision unless written plans indicating the design, placement, size, materials and screening of the same are approved in writing by Developer, in its sole and absolute discretion. Exterior "satellite dishes" exceeding two (2) feet in diameter will not normally be permitted on any Lot. Upon being given notice by the Developer that any improvement described in this paragraph is objectionable, the owner of the Lot upon which the same is located shall immediately remove the same, or have the same modified in such a manner that it is no longer objectionable to Developer.

Section 2.10 Exterior Lighting. No exterior lighting, including recreational, landscape and/or security lighting, which is determined to be a nuisance or objectionable by Developer, shall be installed, maintained or permitted to remain on any Lot. Upon being given notice by the Developer that any exterior lighting is objectionable, the owner of the Lot upon which the same is located shall immediately remove said light, or have the same shielded or modified in such a way that it is no longer objectionable to Developer.

Section 2.11 Yard Ornaments. No yard ornaments, decorations or other similar objects which are determined to be unsightly, a nuisance, or otherwise objectionable by Developer shall be installed, maintained or permitted to remain on any Lot.

Section 2.12 Basketball Courts, Tennis Courts, Etc. No basketball courts, goals, tennis courts, or other recreational devices or facilities of any nature shall be erected, placed or permitted to remain on any Lot within the Subdivision without the prior written approval of the Developer as to the design, material, landscaping, location and/or orientation on a Lot, drainage plans, fencing, lighting and other criteria determined appropriate by Developer, in its sole discretion. Upon being given notice by the Developer that any improvement described in this paragraph is objectionable, the owner of the Lot upon which the same is located shall immediately remove the same, or have the same modified in such a manner that it is no longer objectionable to Developer.

Section 2.13 Building & Lot Maintenance. All Lots, buildings and other improvements thereon shall be kept in a clean, safe and orderly manner, free from weeds and trash, and shall be maintained in good condition and repair. Individual Lots, and all vegetation and landscaping thereon, shall be watered, mowed, trimmed and maintained by the owner or occupant with sufficient regularity so as to promote healthy growth of the same, and to keep them neat, clean and attractive in appearance and compatible with a well-groomed residential area. Should any Lot owner fail to maintain a Lot in the manner provided in this paragraph above, the Developer may take such action as it deems appropriate, including, without limitation, mowing the Lot and removing any rubbish or debris located thereon, in order to make the Lot neat and attractive, and the Lot owner shall immediately upon demand reimburse Developer or other entity performing such work for all expenses incurred in doing so, together with interest at the rate of twelve percent (12%) per annum, or such lower rate as may constitute the maximum then permitted by applicable law, and Developer shall have a lien on that Lot and the improvements thereon to secure the repayment of such amounts, of equal priority to the lien for assessments provided elsewhere in this Declaration.

Section 2.14 Access Limitations. No path, passage, road or other way of ingress or egress shall be constructed or permitted to or from any real estate included in the Subdivision, except those entrances, roads and rights-of-way created or approved in writing by the Developer as streets, and those driveways to individual residences as are approved by the Developer.

Section 2.15 Temporary Structures; Underground Houses. No mobile home, house trailer, trailer, tent, shack, storage shed, modular structure or other temporary structure, and no underground houses, shall be erected, altered, placed or permitted to remain on any of the Lots comprising said Subdivision, nor shall any such structure be used as a temporary or permanent residence within said Subdivision. Notwithstanding the preceding, the Developer and such other developers, contractors and builders as Developer may grant written permission, shall be permitted to maintain such

temporary tool sheds, field offices and sales offices within the Subdivision as may be reasonably required for development and construction, any and all of which shall be removed within thirty (30) days of receipt of written notice by Developer.

Section 2.16 Commercial Activities. No trade, business or commercial activity shall be conducted upon any Lot other than those activities of the Developer and any builders and contractors associated with the development, construction, maintenance and sale of the properties, the residences to be located thereon and related activities, unless otherwise approved in writing by the Developer. Notwithstanding the provisions hereof or of Section 2.1 of this Declaration, a new residence may be used by the builder thereof as a model home for display of the builder's work within the Subdivision or for the builder's own office or, with Developer's approval, a realtor's office, provided said use terminates within thirty-six (36) months from completion of such house by the builder, or at such other time as may be determined by Developer, and provided further that such use otherwise conforms to this Declaration and/or such rules as Developer may from time to time issue.

Section 2.17 Signs. No signs of any kind may be displayed on any Lot except one neat and attractive sign advertising the property for sale or lease, which sign shall not be greater in area than five (5) square feet, and which shall be acceptable in condition, format, appearance and content to Developer, in its discretion. Signs used by the Developer to advertise the property during the construction and sales period or to advertise the Subdivision; Developer signs designating the Lot number and indicating the name of a purchaser of a Lot and/or the fact that it has been sold; and, Developer approved numbering and lettering indicating the street address and occupant of a residence, shall be exempt from the provisions of this Paragraph.

Section 2.18 Drilling & Mining Operations. No oil, gas, or other mineral drilling, development, refining, exploration, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot.

Section 2.19 Waste Removal. No junk vehicles, vehicles undergoing repair or maintenance, garbage, trash or other waste shall be kept or permitted to remain on the premises, with the exception of that trash and garbage generated by normal residential use which shall be kept in clean, well-maintained sanitary containers, subject to all laws and regulations applicable to the same, prior to regularly scheduled removal.

Section 2.20 Drains. No storm water drains, roof down spouts or ground water shall be introduced into the sanitary sewer system within the Subdivision. Connections to the sanitary sewer system from any Lot within the Subdivision shall be made with watertight joints in accordance with all applicable plumbing code requirements.

ARTICLE III - ARCHITECTURAL CONTROL

Section 3.1 Approval of Construction & Landscape Plans.

(a) Grading & Construction Plans. No clearing or grading of any Lot shall be permitted, and no building, fence, wall, structure or other improvement shall be erected, placed, altered, restored, replaced or permitted to remain on any Lot within the Subdivision, until the Lot owner has submitted, and the Developer has approved, in writing, in the exercise of its sole and absolute discretion, the following: (i) a Lot grading plan showing proposed clearing limits, grading and house location and orientation, and the location and size of the proposed driveway, sidewalks, pools and any other proposed improvements or structures; (ii) construction plans, drawings, specifications and other detailed plans as may be required by Developer showing the design of the structure or other improvement, the grade elevations, including the front, rear and side elevations, and location of the structure, fence, wall or improvement; (iii) the type of exterior material for all structures, specifically including, without limitation, the type, size, color and specifications for all brick, stone, siding and roof shingles; and, (iv) the type of material to be used for construction of the driveway which shall be of asphalt, brick, concrete or such other material as may be approved by Developer. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

(b) Landscape Plans; General Requirements. In addition to the plans and specifications referred to in the preceding paragraph, a landscape plan shall be submitted by the Lot owner to Developer for its approval in writing, which plan shall show the trees, shrubs and other plantings then existing and/or to be planted on the Lot, and specify the time frame within which such landscaping shall be completed (the "Landscape Plan"). Each Landscape Plan for any Lot within the Subdivision shall be in and mandate future compliance with the all applicable laws, rules and regulations applicable to the Subdivision, specifically including, without limitation, that certain "Stormwater Management Facilities Maintenance Agreement" between the Developer and the City of Bardstown dated as of the 8 day of August, 2014, and of record in Deed Book 502

Page 178 in the Office of the Clerk of Nelson County, Kentucky, as the same may be amended from time to time. Landscaping in accordance with an approved Landscape Plan shall be completed within thirty (30) days after occupancy of the residence, or within thirty (30) days from the time planting operations can be feasibly undertaken as determined by Developer, unless otherwise approved by Developer. No existing living tree shall be cut or removed from any Lot within the Subdivision without the prior written approval from the Developer, and the Lot owner shall maintain all required landscaping in good health at all times after installation.

Section 3.2 Building Materials. The exterior building materials of all structures shall be either brick, stone, brick veneer or stone veneer, or a combination of the same, and shall extend to finished grade level. The Developer recognizes, however, that the appearance of alternative exterior building materials (such as vinyl, wood siding, stucco, drivet, cedar, or split-face or decorative block (from the top of the building foundation to finish grade), or the like may be attractive and/or innovative, and reserves the right to approve, in its sole and absolute discretion, the use of alternative building materials. Any and all retaining walls extending beyond the exterior residential structure walls shall generally be of the same material as the exterior residential structure walls, unless otherwise approved in writing by Developer. All roof shingles, including variation in the minimum specifications set forth herein, shall be approved by the Developer in writing. Chimneys shall be of masonry construction, unless otherwise approved in writing by Developer.

Section 3.3 Dwelling Size. The required minimum square footage for the primary permanent residential structure to be located on any Lot within the Subdivision, measured from outside of the exterior walls, shall be as follows:

- (a) All single story dwellings must have a minimum of 1,400 square feet.
- (b) All one and one-half and two story dwellings must have a minimum of 1,400 square feet, apportioned between the different levels in such manner as may be acceptable to Developer, in its discretion.

The minimum area requirements set forth in this Section above shall be exclusive of garages, basements, attics, carports, breeze ways, porches and patios, and shall be subject to variance only upon the receipt of written approval from the Developer, in its sole and absolute discretion.

Section 3.4 Common Area Building Setbacks. No building shall be located on any Lot bordering the common areas identified on the Plat nearer than 25 feet to common boundary line between such Lot and the Common Areas, unless otherwise approved in writing by Developer.

Section 3.5 Roof Pitch. The roof pitch of any residential structure shall not be less than a plane of seven (7) inches vertical for every plane of twelve (12) inches horizontal for structures with more than one story; and a plane of seven (7) inches vertical for every plane of twelve (12) inches horizontal for any one story structure; or such other planes and/or pitches as shall otherwise be approved by Developer, in its sole and absolute discretion. Provided, however, that the dormers on one and one-half (1½) story houses may have a roof pitch of less than six (6) inches vertical for every twelve (12) inches horizontal with the prior written consent of Developer.

Section 3.6 Garages; Carports. All dwellings constructed within the Subdivision may, but shall not be required to, have a garage which is attached to, or otherwise incorporated within, the residential dwelling. All garages must provide storage space for a minimum of one passenger automobile; and, shall be given the same architectural treatment, and be constructed of the same materials, as the main structure. Notwithstanding any other provision of this Section to the contrary, at the discretion of, and upon written approval by, the Developer, two (2) car attached or detached garages maybe permitted, subject to such conditions and requirements as the Developer may choose to impose, in the exercise of its sole and absolute discretion.

Section 3.7 Retaining Walls. All retaining walls upon any Lot shall be faced with brick or stone or other materials, as approved by Developer in accordance with Section 3.1 of this Declaration.

Section 3.8 Mailboxes. A mailbox and/or paper holder, generally of uniform design, material and construction selected by the Developer, shall be purchased from a supplier approved by Developer and be placed in a manner acceptable to Developer, at the Lot owner's sole cost and expense.

Section 3.9 Utilities. All utility lines, conduit, pipes and wires for the transmission of utility services, of every kind and character, including but not limited to, electric, telephone, cable television, gas, water and sewer, to any structure within the Subdivision shall be constructed, placed and maintained underground by the Lot owner and/or the company providing utility services, at a location and such manner as determined by Developer and the applicable utility provider.

Section 3.10 Driveways; Culverts; Basements. All Lots in the Subdivision shall have a paved entryway, constructed of brick or concrete, from the public access road/street to the residential dwelling prior to occupancy of the premises, or as soon thereafter as weather permits construction of same. In the event a road culvert is to be constructed upon a Lot, the design of the same must be submitted to Developer for review and written approval. All such roadway culverts shall be constructed with suitable material as may be approved by Developer. The construction of basements within residences is encouraged but not required.

Section 3.11 Sidewalks. In the event that sidewalks are mandated by either the Developer or appropriate governmental authority, each Lot owner shall cause a concrete sidewalk (or sidewalk of such other material as may be approved by Developer in its sole discretion) to be constructed on the Lot at the location and elevation, and pursuant to specifications, approved by Developer and otherwise in accordance with all applicable governmental requirements, specifically including, without limitation, the installation of required curb cuts and extensions to paved streets adjacent to the Lot, which sidewalk shall be completed within thirty (30) days from the date that construction of a residence upon the Lot is completed, or as soon thereafter as weather conditions permit, as determined by Developer. Any such sidewalk shall thereafter be maintained in good condition and repair by the Lot owner, regardless of whether the sidewalk is located on the Lot or within a right-of-way and/or easement adjacent to the Lot.

Section 3.12 Obligation to Construct or Reconvey. In the event that a Lot owner has not commenced, and thereafter diligently pursued in good faith, the construction of a residential dwelling upon any Lot in the Subdivision within a period of twelve (12) months after the date of conveyance of such Lot by Developer without a dwelling thereon, then Developer shall have an option to repurchase such Lot for an amount equal to the original purchase price paid to Developer for such Lot. Such option may be exercised upon the mailing of written notice thereof to the last known address of the Lot owner, after which said Lot owner shall be obligated to reconvey and deliver possession of said Lot to Developer by Deed of General Warranty, free and clear of any and all liens, claims and encumbrances. The rights, duties, obligations and requirements of this Section shall enure to the benefit of Developer only, may be waived or extended by Developer, and shall not pass or extend to the Community Association.

Section 3.13 Construction Completion. Construction of all houses upon Lots in the Subdivision, including driveways, must be completed within twelve (12) months of plan approval by the Developer, unless otherwise approved in writing signed by Developer.

Section 3.14 Duty to Repair or Rebuild. Each Lot owner, at its sole cost and expense, shall maintain any residence and other structure located upon any Lot in good condition and repair, comparable to the condition of such residence or structure at the time of its initial construction. In the event that all or any portion of a residence is damaged or destroyed by fire or other casualty, the Lot owner shall, with reasonable diligence, promptly repair, rebuild or reconstruct such residence to its condition immediately prior to the casualty, or in such other manner as may be approved in writing by Developer.

Section 3.15 Subdivision Easements. All Lots located within the Subdivision are subject to all easements for roads, streets, utilities and drainage as indicated upon the recorded plat of the Subdivision or of record, and each owner grants to the respective utility companies rights of ingress and egress over said easements, at any and all reasonable times, for purposes of the construction, maintenance, repair and replacement of all such utilities.

Section 3.16 Vents, Pipes, Utility Equipment, Etc. All vents, pipes, louvers, flashing, chimneys and other items extending from the roof or other area of any structure shall be painted or colored to match the surface from which they project, or shall otherwise be screened or disguised, in a manner approved by the Developer.

Section 3.17 Natural Gas Service Required. All residences constructed upon any lot or lots within the Subdivision shall be connected to, and the owner or other occupant of such residence shall contract for and accept, year round natural gas service for a minimum of one (1) natural gas appliance from Louisville Gas & Electric Company, and/or its successors and assigns (the "Natural Gas Provider"). Such connection shall be made to the gas mains installed within the Subdivision by the Natural Gas Provider, and the extension from the property line of an individual lot to the residence shall be at the sole cost and expense of the owner or other occupant of such lot, all in accordance with the rules, regulations and requirements of the Natural Gas Provider. The owner of each lot within the Subdivision, by acceptance of a deed for such lot, acknowledges that a breach of the provisions of this Section will subject the Developer to liability, expense and damage which shall be recoverable from such owner or occupant in accordance with the provisions of Section 4.4 of this Declaration.

Section 3.18. Design Guidelines & Aesthetics. Each unit or Lot owner is hereby advised that Developer has developed, promulgated and/or incorporated into, or will cause the same to be

incorporated into, the construction of any structure located upon a Lot or unit, certain design guidelines ("Design Guidelines") which shall control the construction, repair, modification or reconstruction of any structure or other improvements on the Lots or units within the Subdivision. Developer reserves the right to modify the Design Guidelines and reduce the same to written form from time to time in its sole and absolute discretion, and all such Design Guidelines shall be deemed to constitute a part of and be incorporated within this Declaration. In order to maintain the overall design, and the appearance, color scheme and aesthetics of the exterior of any structure placed upon a Lot or unit in the Subdivision, specifically including the trim areas and the roof shingles installed upon a structure, any repair, maintenance or replacement of those items or performed upon the exterior of any such structure shall be made in the same color, design, quality and appearance as the original work unless the Developer or Seventy-Five Percent (75.0%) of the owners of the Lots or units within the Subdivision, agree that the color scheme, design, quality and/or appearance of any such structure, or of the trim and/or roof shingles thereon, shall be changed.

Section 3.19 Common Lawn Service & Other Operations.

(a) Maintenance By Community Association.

(i) Each Lot or Unit owner is advised that the Community Association, or its designee, contractors, subcontractors, successors or assigns, presently intends to provide lawn care maintenance service within the Subdivision, to (a) keep the grass in the front, side and rear yard of each Lot mowed to the reasonable satisfaction of the Developer and the Community Association, (b) endeavor through visits to the Lots or units from time to time to keep the front, side and rear yards of each Lot or unit in the Subdivision reasonably free from weeds and trash, and otherwise in a "picked-up", neat and clean condition with regard to occasional yard waste and minor miscellaneous debris, (c) provide minor pruning and trimming service for shrubbery located on each Lot or unit, (d) apply fertilizers, herbicides and pesticides, natural or synthetic, in accordance with applicable law, to the lawns of each Lot or unit and any Common Areas within the Subdivision as determined by the Community Association from time to time (and satisfactory to the Developer) (collectively referred to as the "Lawn Service").

(ii) In connection with the application of fertilizers, herbicides and pesticides to any Lot or unit within Subdivision, each resident of any Lot or unit within the Subdivision is hereby notified and advised, and by acceptance of a deed for such Lot, unit and/or residence, as applicable, acknowledges and agrees, that:

(1) Each such resident should notify the Community Association in writing, and with specificity, of any allergies or medical sensitivities such resident may have to fertilizers, herbicides or pesticides, including reference to the types or brands of such fertilizers, herbicides or pesticides (hereinafter referred to as an "Allergy Notice"), and that neither the Developer, nor the Community Association assumes, nor will they be deemed to have, any obligation or duty to determine whether any such resident is so allergic or medically sensitive to any such fertilizers, herbicides or pesticides; and

(2) Upon receipt of any Allergy Notice, the Community Association may request certification and/or confirmation of the contents thereof from the physician for any such resident, and shall thereafter cease to use the fertilizers, herbicides or pesticides identified in the Allergy Notice on such resident's Lot; and

(3) In no event shall the Developer or the Community Association be obligated to cease to use, or cause the cessation of use of, any fertilizer, herbicide or pesticide identified in the Allergy Notice with respect to any Lot or property, including, without limitation, any Common Area, other than the Lot or Unit owned or occupied by the resident rendering such Allergy Notice; and,

(4) The Developer, the Community Association and their respective officers, directors, employees, agents, subsidiaries and affiliates are hereby released, and will be held harmless, from any and all claims, liability, damages, actions, causes of action, costs and expenses, including, without limitation, reasonable attorney's fees and court costs, which may arise from or in connection with the use of any such fertilizers, herbicides or pesticides on any Lot or unit or otherwise within Subdivision, whether now existing or hereafter arising, and whether known or unknown.

(b) Owner/Occupant Responsibilities. Notwithstanding the provision of lawn care maintenance services by the community association, each owner and/or occupant of a lot, as applicable, remains responsible for basic building and lot maintenance in accordance with Section 2.13 of this Declaration above. The Owner/Occupant duties specifically include, without limitation, regular watering of all sod, seeded areas and other landscape plantings, which shall be performed

by the owner or occupant of the lot with sufficient regularity so as to establish, promote and maintain the healthy growth of the same.

(c) **Right and Easement of Entry.** The Community Association, Developer and/or their designees, successors and assigns shall have the right to perform the Lawn Services with respect to all Lots within Subdivision and no Lot or unit owner or resident shall interfere with the efforts of the Community Association or Developer with respect thereto, except as may otherwise be agreed by the Developer in writing. The officers, employees, agents, contractors and authorized representatives of the Community Association and Developer shall be entitled at all times to access to the individual Lots or units within the Subdivision as may be deemed necessary or desirable by the Community Association or Developer, or their respective officers, employees, agents, designees, successors, assigns, contractors and authorized representatives in connection with the performance of the Lawn Services and any additional services deemed appropriate by Developer, and the exercise of all other rights and obligations of the Community Association under this Declaration, and the Developer hereby reserves an easement for such access on, over and across all such Lots or units in favor of the Community Association and Developer, and their successors and assigns.

ARTICLE IV - COMMUNITY ASSOCIATION; ASSESSMENTS;

Section 4.1 Easements of Enjoyment.

(a) Common Areas.

(i) Every Lot owner shall have a right and easement of enjoyment in and to any and all of the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the easements and other reservations set forth in this Declaration. Further, Developer and its successors and assigns shall have a superior right and easement in gross for ingress, egress and access on and over, and use of, the Common Areas for so long as Developer or the Community Association own any Lot or any portion of the Subdivision, or any real estate adjacent to the Subdivision. The term "Common Areas" as used in this Declaration means and refers to all of the following, and all facilities and amenities thereon designated by Developer as a part of the "Common Areas":

(1) All areas shown and designated on the Plat for the Subdivision, or on any additional phase of the Subdivision, or on any other subdivision plat for any additional portion of the Subdivision filed of public record by Developer, as "Common Areas", "common area", "open space" or the like, or as otherwise may be made subject to the control and/or jurisdiction of the Community Association;

(2) All areas shown and designated on the Plat for the Subdivision, or any additional phase for the Subdivision, as "Drainage Easement", "Drainage Facilities", "Greenway", "Conservation Area", "Green Space", "Primary Conservation Area", or "Secondary Conservation Area" (hereinafter collectively referred to as "Conservation Areas");

(3) All areas encumbered by easements reserved in favor of Developer or the Community Association on any Plat, in any Supplemental Declaration or otherwise on any other subdivision plat for, or any easement leasehold or license in favor of the Community Association applicable to, any portion of the Subdivision, or any other real property annexed to the Subdivision, filed of public record by Developer or with the express written consent of Developer, subject to the terms thereof;

(4) All roads, streets, drainage easements and public rights-of-way within the Subdivision subject to this Declaration, and all other streets, roads and public rights-of-way within the Subdivision designated by Developer, regardless of whether any of the same are dedicated to public use, and all street lights thereon, until such time as the same are accepted for maintenance by an applicable governmental authority to the satisfaction of Developer.

(5) All areas designated in any Supplemental Declaration or on any Plat as a part of the "Common Area" or as "sidewalk" and/or "landscape" easements; and

(6) Such other areas of the Subdivision subject to this Declaration, and facilities thereon, as Developer shall designate from time to time as a part of the "Common Area".

(ii) Any entrance ways, gate houses, signature entrances, and other similar structures, and attendant lighting fixtures and landscaping, to or within the Subdivision, and landscaped medians although constructed and/or located in areas intended for or dedicated to public use, are also part of the Common Areas subject to maintenance by the Community Association.

(iii) Developer and/or its successors and assigns, shall have the unfettered and unencumbered right to from time to time convey all or any portion of the Common Areas, and any of the respective facilities and amenities located thereon, in the then existing condition thereof, to the Community Association, as may be determined by Developer in its sole discretion, and which conveyance(s) the Community Association shall be obligated and hereby agrees to accept. Any such portion or portions of the Common Area to be conveyed in fee shall be conveyed by quitclaim deed from Developer to the Community Association, and any such portion or portions of the properties so conveyed shall be quitclaimed subject to the lien of ad valorem taxes not yet due and payable, for such liens as are contemplated by this Declaration or as may be determined appropriate by Developer, and shall further be subject to all other matters, claims and encumbrances of record.

(b) Drainage Easements; Maintenance Of Stormwater Management & BMP Facilities. Notwithstanding any other provision of this Declaration to the contrary, the use, maintenance and management of all drainage easements, improvements, structures and facilities located within, appurtenant to, or benefitting in any way, the Subdivision shall at all times conform to the specific requirements of applicable laws, ordinances, rules, regulations and requirements of the City of Bardstown, Kentucky (the "City"), specifically including, without limitation, those obligations set forth within that certain "Stormwater Management Facilities Maintenance Agreement" between the Developer and the City appearing of record in Deed Book 502, Page 182, in the Office of the Clerk of Nelson County, Kentucky, the terms and provisions of which are incorporated herein by this reference, as the same are in effect on and as of the date hereof, and subject to such future modifications and amendments as may be acceptable to and approved by the Developer, the City or the Homeowners Association. Maintenance of any drainage areas and "Facilities" (as defined within the aforementioned Agreement), shall be further subject to any "Facilities Maintenance Guidelines" adopted by the Developer or mandated by the City or other applicable governmental authorities of competent jurisdiction. Such maintenance obligations shall include, at a minimum, the following:

- (i) Regular inspection and maintenance of stormwater detention areas, ponds, dams and other improvements and facilities;
- (ii) The performance of regular repairs and maintenance of any dams and detention ponds, keeping the same free from erosion, rutting and other damage, while maintaining adequate ground cover vegetation;
- (iii) Regular cleaning of outlet structures, drainage pipes, drainage easements and water quality areas, keeping the same free from obstruction, debris, weeds, grass clippings or the accumulation of sediment; and,
- (iv) Annual reports to be submitted to the City in the manner contemplated within the Stormwater Management Facilities Maintenance Agreement.

For purposes of this Declaration, responsibility for compliance with the requirements of the "Stormwater Management Facilities Maintenance Agreement" and the provisions of this Paragraph shall pass to and be assumed by the Community Association and the owners of any Lot within the Subdivision, all of whom shall be deemed to be "Responsible Parties" as defined within that Agreement.

(c) Reservations. The rights and easements of enjoyment granted pursuant to this Article IV above are further subject to the following:

(i) The right of the Community Association to permit the use of, and to charge reasonable admission and other fees for the use of, any recreational facilities and other amenities situated upon the Common Areas and/or such other areas or amenities as may hereafter be designated as "Common Area", and to adopt rules and regulations with regard to the use of the same. The Board of Directors of the Community Association (the "Board") may, as part of the operation of such facilities and amenities, permit nonresidents of the Subdivision to use such facilities and amenities for such fees as may be determined appropriate by the Board, which fees shall be payable to or for the benefit of the Community Association. Such users shall not be members of the Community Association.

(ii) The right of the Community Association to borrow money for the purpose of improving the Common Areas and/or such other areas or amenities as may hereafter be designated as "Common Areas" or be conveyed to the Community Association, or for constructing, repairing or improving any facilities and/or amenities located or to be located thereon, and to give as security for the payment thereof a mortgage encumbering all or any part of the Common Areas and/or such other areas or amenities as may hereafter be designated as "Common Areas" or be conveyed to the Community Association.

(iii) The right of the Community Association to suspend the voting rights, and the right to use the recreational facilities and other Common Areas and/or Community Association properties or amenities, of a Lot owner for any period during which a violation of this Declaration by such Lot

owner or any resident of such Lot exists, or while any assessments or liens against the Lot owner's Lot or other sums due to the Community Association by such Lot owner remains unpaid, and for a period of time for any infraction of this Declaration and/or any rules and regulations adopted by the Community Association.

(iv) The right of the Community Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility, or conservancy trust or other similar entity, for such purposes and subject to such conditions as may be agreed to by the Community Association, and to grant permits and licenses as well as easements for access, utilities, drainage, water facilities and other matters, in on, over, across or under the Common Areas, as may be deemed necessary or useful by the Community Association. Developer may dedicate access, utility, drainage, water facility, service and other easements, rights and licenses on or over the Common Areas, and any recreational facilities and other amenities thereon, owned by the Community Association at Developer's sole discretion for so long as Developer, or its successors or assigns, owns any Lot or any portion of the Subdivision.

(v) An easement in gross on and over the Common Areas in favor of Developer, its successors and assigns, for so long as Developer, its successors or assigns, as applicable, owns any Lot or portion of the Subdivision or any property adjacent to the same. Developer, its successors and assigns, shall have the specific right to hold and/or sponsor home shows within the Subdivision and to temporarily restrict portions of the Common Areas and any facilities thereon from general use for the duration of such shows, including the temporary closing of any streets and roads not accepted for public maintenance and such other streets and roads as may be permitted under applicable law. All rights and easements reserved to Developer under or pursuant to this Declaration shall be superior to all other rights and easements otherwise granted to others under this Declaration.

(vi) A perpetual easement in gross on and over the Common Areas in favor of Developer, its successors and assigns, for the use of all streams, lakes and ponds, and other bodies of water, located on the Common Areas for irrigation and for such other uses and purposes as Developer may require, for such periods and in such quantities as shall from time to time be acceptable to Developer in its sole discretion, and which shall otherwise be permitted under applicable laws, rules and regulations.

(vii) Developer shall be entitled to modify, restrict, and/or confirm any of the foregoing rights and easements provided for in this Section, and/or grant additional rights and easements on or over the Common Areas in favor of Developer, its successors and assigns, by separate written instrument executed by Developer and hereafter recorded in the aforesaid Clerk's Office.

(d) Construction Mortgages. Developer may from time to time construct certain recreational facilities and/or amenities on portions of the Common Areas owned or to be owned by the Community Association, and, in order to finance any such construction and the development of the Subdivision in general, Developer shall have the right to subject all or any portion of the Common Areas and any improvements thereon to the lien of a mortgage or mortgages, all on terms acceptable to Developer in its sole discretion.

Section 4.2 Delegation of Use. Any Lot owner may delegate, in accordance with the Bylaws of the Community Association, such owner's right of enjoyment to the Common Areas, and any facilities and amenities thereon, to the members of his or her family residing on the Lot or to (a) his or her tenant(s) actually occupying a residence on the Lot pursuant to written lease; or, (b) contract purchaser(s) who reside on the Lot, but membership in the Community Association cannot be shared with a tenant(s) or contract purchaser(s). Membership in the Community Association may not be conveyed separately from ownership of the Lot.

Section 4.3 Right of Entry. The officers, employees, agents and authorized representatives of Developer, the Community Association and the Board shall be entitled to reasonable access to the individual Lots as may be required (a) in connection with the preservation of property on an individual Lot or in the event of an emergency or in connection with maintenance, repairs or replacements within the Common Areas of any equipment, facilities or fixtures affecting or serving other Lots and/or the Common Areas, or to make any alteration required by any governmental authority, and (b) in connection with and reasonably related to the exercise and performance by Developer, the Community Association or the Board of their respective rights and responsibilities pursuant to this Declaration, including, without limitation, the right of access to each Lot at reasonable times and intervals and in a manner which does not unreasonably interfere with the use thereof to inspect the Lot for purpose of verifying conformance with this Declaration.

Section 4.4 Assessments; Lien and Personal Obligation.

(a) Payment. Each Lot owner, except Developer and its affiliated entities as determined by Developer, by acceptance of a deed for a Lot, whether or not it shall be so expressed in such deed, covenants and agrees to observe and conform to, and to cause the residents of the Lot to observe and

conform to, the provisions of this Declaration, and such Lot owner further covenants and agrees, and incurs an obligation, to pay to the Community Association, except as otherwise provided in this Declaration, (i) annual assessments or charges ("Annual Assessments"), (ii) monthly assessments or charges ("Monthly Assessments"), and (iii) special assessments for capital improvements ("Special Assessments"), such assessments to be established and collected as provided in this Article IV. At the sole discretion and direction of Developer, however, the Community Association may not levy any assessment against any Lot conveyed to a Builder (other than assessments with respect to such Builder's personal residence) until the first anniversary of such conveyance or upon the conveyance of the Lot by the Builder, whichever first occurs, or until such other time as Developer may elect. Developer shall be responsible for the maintenance costs of the Community Association with respect to the Subdivision, incurred over and above assessed amounts payable to the Community Association by the Lot owners and the other Lot owners within the Subdivision, until Developer transfers control of the Community Association and the Class B membership therein ceases, and Developer shall be entitled to recoup any such accumulated deficit of the Community Association, now or hereafter existing, and whether funded in cash or in kind, from any excess funds generated prior to such transfer of control.

(b) Charge and Lien. The Annual Assessments, Monthly Assessments, and any Special Assessments, together with interest at the same rate prescribed or permitted under Section 2.13 hereof, or such other rate of interest as shall be from time to time be determined by the Board not in excess of the maximum rate permitted by applicable law, and the costs of collection, including reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person or entity which was the owner of said Lot at the time when the assessment fell due, and the personal obligation for delinquent assessments shall pass jointly and severally on to such Lot owner's successor(s) in title, regardless of whether expressly assumed by such successor(s), and such delinquent assessments shall remain a charge on and continuing lien against the Lot, which may be foreclosed by the Developer or the Community Association.

Section 4.5 Purpose of Assessments.

(a) Use. The assessments levied by the Community Association shall be used as provided in this Declaration and otherwise to promote the recreation, health, safety and welfare of the residents and Lot owners in the Subdivision, and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, and for the improvement, maintenance, use and enjoyment of the Common Areas and the Subdivision, including but not limited to, the cost of repairs, replacements and additions, the cost of utilities, labor, equipment, materials, management and supervision and other services, payment of taxes assessed against the Common Areas and the Subdivision, the procurement and maintenance of insurance in accordance with the Articles and/or Bylaws of the Community Association, the employment of attorneys to represent the Community Association when necessary and such other needs as may arise. The Community Association shall maintain, operate and repair, unless such obligations are assumed to the satisfaction of the Developer by any municipal or governmental authority or agency having jurisdiction thereof and are relinquished by the Community Association, the Common Areas, including all open spaces, gatehouses, entranceways, streets, roadways, crosswalks, medians, storm drains, basins, lakes, recreational areas and facilities and amenities therein, including but not limited to tennis courts, jogging trails (which may be referred to on a Plat as a pedestrian access easement), swimming pools, fishing piers and clubhouse and bathhouse facilities.

(b) Administration. Until the Class B membership in the Community Association ceases and is converted to Class A membership pursuant to the Articles of the Community Association, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes permitted in this Declaration and/or the Articles and Bylaws of the Community Association.

Section 4.6 Initial Annual or Monthly Assessment.

(a) Initial. For calendar year 2014, the initial Monthly Assessment shall be set at a rate not to exceed Sixty-Five Dollars (\$65.00) per month per Lot, and shall be thereafter increased or reduced for each year, or portion thereof, as shall be determined by the Developer or the Community Association, as applicable.

(b) Payment. The Board may fix the amount of the Annual or Monthly Assessment as provided above, and shall determine when the Annual or Monthly Assessments shall be paid, which may include a requirement by the Board that such Annual or Monthly Assessments be paid annually, quarterly, or monthly, or that such Assessments be made by automatic bank payment method.

Section 4.7 Special Assessments for Capital Improvements. In addition to the Annual or Monthly Assessments, the Community Association may levy, in any assessment year, a Special

Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas or the Subdivision, including fixtures and personal property related thereto. Any such assessment shall have the assent of the members of the Community Association in accordance with the Articles of the Community Association.

Section 4.8 Uniform Rate of Assessment Among Phases. Subject to Section 4.4 above, both Annual or Monthly Assessments and Special Assessments shall be fixed at a uniform rate for all Lots within a particular phase or section of the Subdivision, except that Lots owned by Developer, or any of its affiliated entities as determined by Developer, shall be exempt from all such assessments. The Developer may at its discretion waive any assessment in whole or in part for any year or part of a year for any Lot not occupied as a residence.

Section 4.9 Date of Commencement of Annual Assessments: Due Dates. The Annual or Monthly Assessments shall begin as to any Lot at the time the Lot is initially conveyed by Developer, to a person or entity other than any of Developer's affiliated entities as determined by Developer, unless otherwise provided in the deed for such Lot. The first Annual or Monthly Assessment for a Lot shall be adjusted according to the number of days remaining in the assessment month when the Lot is so first conveyed.

Section 4.10 Effect of Nonpayment of Assessments: Remedies of the Community Association. Any Annual Assessment, Monthly Assessment, Special Assessment, or other assessment not paid by the due date shall bear interest from the due date at the same rate prescribed or permitted by Section 2.13 hereof. The Community Association or Developer may bring an action against the Lot owner(s) and/or persons personally obligated to pay such assessment, and/or may foreclose the lien against the Lot, and such interest, and costs and reasonable attorneys' fees of such action and/or foreclosure shall be added to the amount of such assessments. No Lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Lot, or by claim of set-off.

Section 4.11 Subordination of the Lien to First Mortgage. Annual Assessments, Monthly Assessments and Special Assessments shall constitute a charge upon each Lot, and the lien of such assessments shall be subordinate to the lien of any first mortgage encumbering a Lot in favor of a bona fide institutional lender, which mortgage encumbered the Lot prior to the due dates of any such assessments. Sale or transfer of any Lot shall not affect the assessment lien or other liens provided for in this Declaration.

Section 4.12 Membership. Developer and every Lot owner of a Lot which is subject to an assessment shall be a member of the Community Association, as provided herein and in the Articles and Bylaws of the Community Association. Each such Lot owner and member shall abide by the Community Association's Articles of Incorporation recorded in Articles of Incorporation Book 16, Page 588, in the Office of the Clerk of Nelson County, Kentucky ("Articles"), Bylaws, and rules and regulations, shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Board of the Community Association. Membership in the Community Association shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 4.13 Classes of Membership. The Community Association shall have two classes of voting membership as provided in the Articles: Class A membership and Class B membership. Class A members are all Lot owners other than Developer, and the Class B membership shall be Developer. The Class B membership shall cease and be converted to Class A membership as provided in the Articles and/or Bylaws of the Community Association.

Section 4.14 Exempt Property. In addition to that property exempted above, the following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or other interests therein dedicated and accepted by any applicable governmental authority or agency and devoted to public use; and
- (b) All of the Common Areas.

Section 4.15 Lot Owner's Negligence. In the event that the need for maintenance, repair, or replacement of the Common Areas, or any portion thereof, is caused through or by the negligent or willful act or omission of any Lot owner, or by any member of a Lot owner's family, or by a Lot owner's tenants, guests or invitees, then the expenses, costs and fees incurred by the Developer or Community Association for such maintenance, repair, or replacement, in the amount for which the Lot owner or the Lot owner's family members, tenants, guests, or invitees are liable under Kentucky law, shall be a personal obligation of such Lot owner; and, if not repaid to the Developer or Community Association within thirty (30) days after written notice to the Lot owner of the total

amount or amounts due from time to time, then the sums due shall become a charge upon and lien against the Lot owner's Lot of equal priority to the lien for assessments provided for in this Article IV, any may be enforced in accordance with applicable law.

Section 4.16 Recorded Easements. The Common Areas, and all portions thereof, shall be subject to all easements shown on any recorded Plat affecting the Common Areas, or any portion thereof, and to any other easements of record, which shall include without limitation, use for construction, installation and repair of utilities, maintenance, encroachment, drainage, and ingress and egress as of the date of recordation hereof.

Section 4.17 Insurance by Lot Owner(s). The owner(s) of each Lot within the Subdivision shall procure and maintain insurance on all improvements, Common Elements and Common Areas, located on their individual Lot against damage by fire, windstorm and all other hazards, casualties and contingencies, for their full replacement value. In the even that a separate policy or policies of insurance are required for coverage of the Common Areas and/or Common Elements, the costs and expenses associated therewith shall be allocated equally between the Lots in the Subdivision, and shall be the personal responsibility of the owners of such Lots.

ARTICLE V - GENERAL PROVISIONS

Section 5.1 Legal Compliance. Notwithstanding any of the covenants, conditions and restrictions contained herein, or the prior approval of the Developer, all buildings, structures and other improvements erected upon any Lot within the Subdivision, shall conform in all respects to the rules and regulations of the planning and zoning commission of Nelson County, Kentucky, and all other applicable laws, ordinances, building codes, rules and regulations.

Section 5.2 Amendment of Declaration. Subject to the provisions of Section 5.1 above and other applicable law, Developer may from time to time elect in its discretion, and without need for the consent of any other person or entity, to record with respect to the Subdivision an Amended Declaration of Covenants, Conditions and Restrictions ("Amended Declaration") in the aforesaid Clerk's Office, pursuant to which Amended Declarations the Developer may impose upon the Subdivision, or portions made subject thereto, additional rights, privileges, covenants, conditions, restrictions, limitations, reservations, exceptions, easements, assessments, charges, liens, and provisions other than those set forth in this Declaration, which may be more or less restrictive than those set forth in this Declaration, as Developer may elect in its sole discretion and which shall control over the provisions of this Declaration. Provided, however, that any amendments or other provisions imposed by any such Amended Declaration shall not materially adversely affect the existing single-family residential nature of the Subdivision. Upon conversion of Class B Membership in the Community Association to Class A Membership, this Declaration may be amended in whole or in part upon the affirmative vote of not less than Seventy Percent (70.0%) of the Class A Membership in the Community Association, and otherwise conforming to the requirements of this Section.

Section 5.3 Assignment of Developer Rights and Authority. Developer may from time to time assign all or any portion of its rights or obligations under this Declaration, including rights of approval or disapproval, whether on a permanent or temporary basis. Developer, its successors and assigns shall have the further right to so assign any and all such rights and obligations to the Community Association, which assignment the Community Association hereby irrevocably agrees to accept when executed by Developer.

Section 5.4 Restrictions Run With Land. These covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons or other entities claiming under them for a period of twenty-five (25) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive periods of ten (10) years each unless and until an instrument signed by the then owners of a majority of the Lots in the Subdivision has been recorded, agreeing to change this Declaration in whole or in part. The failure of Developer or any Lot owner to demand or insist upon the observance of any of the restrictions, covenants and conditions set forth herein shall not be deemed a waiver of past or future violations or the right to seek enforcement of the terms hereof.

Section 5.5 Enforcement. Enforcement of these restrictions may be had by proceedings at law or in equity against any person or entity violating or attempting to violate any covenant, condition or restriction, either to restrain violation or to recover damages, or both, and may be maintained by the Developer or by the owner of any Lot within said Subdivision. In the event of any violation of the restrictions, covenants and conditions set forth herein, the Developer, the Community Association or a Lot owner may notify the offending Lot owner of the violation and demand correction thereof. In the event that the Lot owner fails to comply with the provisions hereof within thirty (30) days after receipt of notice, the Developer or Community Association shall have the right to re-enter and correct the violation and the cost of correcting such violation shall be paid

by the Lot owner to the Developer or Community Association, as applicable, upon demand. In the event a Lot owner shall fail to remedy any violation of the restrictions, covenants and conditions set forth herein within the time period specified above, or shall fail to reimburse the Developer or Community Association the costs of correcting any violation, then the Developer, Community Association or owner of any other Lot within the Subdivision, as the case may be, shall be further entitled to recover all reasonable costs and expenses, including reasonable attorneys fees, incurred in the enforcement of the terms hereof or collecting any amounts past due.

Section 5.6 Joinder By Sunset Village Homeowners' Association, Inc., & Riggs Enterprises, LLC. Sunset Village Homeowners' Association, Inc., and Riggs Enterprises, LLC (as the owner of a certain portion of real estate within the Subdivision) join in the execution of this instrument for purposes of acknowledging, consenting and agreeing to the terms and provisions of this Declaration and, in the case of Riggs, for purposes of subjecting all of the real estate it owns in the Subdivision to this Declaration.

Section 5.7 Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this instrument by their duly authorized representatives, this 8 day of August, 2014.

DEVELOPER:

CEES & DEES, LLC

BY: Donna Martin
TITLE: Member

THE SUNSET VILLAGE HOMEOWNERS' ASSOCIATION, INC.

BY: Randy Riggs
TITLE: MEMBER

RIGGS ENTERPRISES, LLC

BY: RIGGS ENTERPRISES LLC
TITLE: Randy Riggs
MEMBER

STATE OF KENTUCKY
COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 8 day of August, 2014, by Donna Martin, in his capacity as Member of CEES & DEES, LLC, a Kentucky limited liability company, to be the true, voluntary act and deed of said company.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11-14-17

STATE OF KENTUCKY
COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 8 day of August, 2014, by Tommy Riggs, in his capacity as President of SUNSET VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Kentucky non-profit corporation, to be the true, voluntary act and deed of said corporation.

[Signature]

NOTARY PUBLIC

My Commission Expires: 11-14-17

STATE OF KENTUCKY
COUNTY OF NELSON


The foregoing instrument was subscribed, sworn to and acknowledged before me this 8th day of August, 2014, by Tommy Riggs, in his capacity as Member of RIGGS ENTERPRISES, LLC, a Kentucky limited liability company, to be the true, voluntary act and deed of said company.



NOTARY PUBLIC

My Commission Expires: 11-14-17

This Instrument Prepared By:



James P. Willett, III
SALTSMAN & WILLETT, P.S.C.
212 East Stephen Foster Avenue
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Bardstown, Kentucky 40004
(502)348-4873

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**DECLARATION OF ANNEXATION AND
SUPPLEMENTAL COVENANTS, CONDITIONS & RESTRICTIONS**

FOR

SUNSET VILLAGE, PHASE II-A
(Mainstream, Phase II-A, Lots 77-A through 77-H)

THIS DECLARATION OF ANNEXATION & SUPPLEMENTAL COVENANTS, CONDITIONS & RESTRICTIONS FOR SUNSET VILLAGE, PHASE II-A, LOTS 77-A through 77-H ("Supplemental Declaration") is made and imposed this 20 day of July, 2017, by **CEES & DEES, LLC**, a Kentucky limited liability company maintaining its mailing address at 1065 Bloomfield Road, Bardstown, Kentucky 40004 ("Developer"); **SUNSET VILLAGE HOMEOWNERS' ASSOCIATION, INC.**, a Kentucky non-profit corporation maintaining its mailing address at P.O. Box 822, Bardstown, Kentucky 40004, ("Community Association"); and, **RIGGS ENTERPRISES, LLC**, a Kentucky limited liability company maintaining its mailing address at 1065 Bloomfield Road, Bardstown, Kentucky 40004 ("Riggs").

RECITALS:

A. Pursuant to that certain Declaration of Covenants, Conditions & Restrictions for Sunset Village, Phase I, dated August 8, 2014, of record in Deed Book 502, Page 791, in the Office of the Clerk of Nelson County, Kentucky, as amended or supplemented (collectively, the "Master Declaration"), Developer imposed certain covenants, conditions and restrictions on the real property situated in Nelson County, Kentucky, more fully described therein and known as "Sunset Village Subdivision";

B. Developer is creating an additional section of Sunset Village Subdivision, being comprised of Mainstream Subdivision, Phase II-A, Lots 77-A through 77-H, inclusive, to be known as Sunset Village, Phase II-A (Section 77-A through 77-H) (a/k/a Mainstream Phase II-A), as shown upon the plat thereof appearing of record in Plat Cabinet 18, Slot 78, in the Office of the Clerk of Nelson County, Kentucky (the "Plat") (hereinafter referred to as "Sunset Village, Phase II-A (Section 77-A through 77-H)");

C. Sunset Village, Phase II-A (Section 77-A through 77-H) shall be and hereby is encumbered by the Master Declaration and shall be deemed to be a "Section" of Sunset Village Subdivision as defined in and contemplated by the Master Declaration;

D. Pursuant to Section 1.2 of the Master Declaration, the Developer reserved the right to annex additional real property into the Sunset Village Subdivision and record with respect to any Section a Supplemental Declaration of Covenants, Conditions and Restrictions for the purposes therein described. In accordance therewith, the Developer hereby imposes on Sunset Village, Phase II-A (Section 77-A through 77-H), this Supplemental Declaration, which shall be and hereby is incorporated within the Master Declaration by reference, and may be amended in the same manner as the Master Declaration.

DECLARATION:

NOW, THEREFORE, in accordance with and subject to the premises recited above, the Developer does hereby declare as follows:

Section 1. **Annexation.** That the Real Estate and Subdivision known and identified as Sunset Village, Phase II-A (Section 77-A through 77-H), being Lots 77-A, 77-B, 77-C, 77-D, 77-E, 77-F, 77-G and 77-H, inclusive, as shown upon the Plat thereof appearing of record in Plat Cabinet 18, Slot 78, in the Office of the Clerk of Nelson County, Kentucky (the "Property") shall be annexed into Sunset Village Subdivision and shall be owned, held, used, sold, leased, conveyed, occupied, developed, improved and redeveloped subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges, liens and other provisions set forth in this Supplemental Declaration, the Master Declaration, and the Articles of Incorporation and By-Laws of the Community Association.

Section 2. **Joinder By Community Association and Riggs.** Sunset Village Homeowners' Association, Inc., and Riggs Enterprises, LLC (as the owner of a certain portion of real estate within the Subdivision) join in the execution of this instrument for purposes of acknowledging, consenting and agreeing to the terms and provisions of this Declaration and, in the case of Riggs, for purposes of subjecting all of the real estate it owns in the Subdivision to this Declaration.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this instrument by their duly authorized representatives, this 20 day of July, 2017.

DEVELOPER:

CEES & DEES, LLC

COMMUNITY ASSOCIATION:

SUNSET VILLAGE HOMEOWNERS' ASSOCIATION, INC.

BY: Donna Monni
TITLE: Member

BY: Charles T. Riggs III
TITLE: President

RIGGS:

RIGGS ENTERPRISES, LLC

BY: Charles T. Riggs III
TITLE: President

STATE OF KENTUCKY

COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 20 day of July, 2017, by Donna Monni, an individual known to me or, if not known to me, who presented satisfactory evidence that he is the person described in and who executed the foregoing instrument, in his capacity as Member of CEES & DEES, LLC, a Kentucky corporation, to be the true and voluntary act and deed of said Kentucky corporation.

Counta O. Grewer
NOTARY PUBLIC, State at Large

My Commission Expires: 9-26-18

STATE OF KENTUCKY

COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 24th day of July, 2017, by Charles T. Riggs III, an individual known to me or, if not known to me, who presented satisfactory evidence that he is the person described in and who executed the foregoing instrument, in his capacity as President of SUNSET VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Kentucky corporation, to be the true and voluntary act and deed of said Kentucky corporation.

Kate M. Deegan
NOTARY PUBLIC, State at Large

My Commission Expires: 5/26/2019

STATE OF KENTUCKY

COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 24th day of July, 2014, by Charles T. Riggs III, an individual known to me or, if not known to me, who presented satisfactory evidence that he is the person described in and who executed the foregoing instrument, in his capacity as President / Member of RIGGS ENTERPRISES, LLC, a Kentucky limited liability company, to be the true, voluntary act and deed of said company.

Kate M. Deegan
NOTARY PUBLIC

My Commission Expires: 5/26/2019

This Instrument Prepared By:



James P. Willett, III
SALTSMAN & WILLETT, P.S.C.
212 East Stephen Foster Avenue
P.O. Box 327
Bardstown, Kentucky 40004
(502) 348-4873

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2017008800
NELSON CO, KY FEE \$13.00
PRESENTED / LODGED: 07-24-2017 01:11:37 PM

RECORDED: 07-24-2017
ELAINE A. FILIATREAU
CLERK
BY CHRISTY R. BROWN
DEPUTY CLERK

BK: DEED D530
PG: 19-21

**DECLARATION OF ANNEXATION AND
SUPPLEMENTAL COVENANTS, CONDITIONS & RESTRICTIONS**

FOR

SUNSET VILLAGE, PHASE II-A
(Mainstream, Phase II-A, Lots 76-M through 76-T)

THIS DECLARATION OF ANNEXATION & SUPPLEMENTAL COVENANTS, CONDITIONS & RESTRICTIONS FOR SUNSET VILLAGE, PHASE II-A, LOTS 76-M through 76-T ("Supplemental Declaration") is made and imposed this 21 day of Nov., 2017, by **CEES & DEES, LLC**, a Kentucky limited liability company maintaining its mailing address at 1065 Bloomfield Road, Bardstown, Kentucky 40004 ("Developer"); **SUNSET VILLAGE HOMEOWNERS' ASSOCIATION, INC.**, a Kentucky non-profit corporation maintaining its mailing address at P.O. Box 822, Bardstown, Kentucky 40004, ("Community Association"); and, **RIGGS ENTERPRISES, LLC**, a Kentucky limited liability company maintaining its mailing address at 1065 Bloomfield Road, Bardstown, Kentucky 40004 ("Riggs").

RECITALS:

A. Pursuant to that certain Declaration of Covenants, Conditions & Restrictions for Sunset Village, Phase I, dated August 8, 2014, of record in Deed Book 502, Page 791, in the Office of the Clerk of Nelson County, Kentucky, as amended or supplemented (collectively, the "Master Declaration"), Developer imposed certain covenants, conditions and restrictions on the real property situated in Nelson County, Kentucky, more fully described therein and known as "Sunset Village Subdivision";

B. Developer is creating an additional section of Sunset Village Subdivision, being comprised of Mainstream Subdivision, Phase II-A, Lots 76-M through 76-T, inclusive, to be known as Sunset Village, Phase II-A (Section 76-M through 76-T) (a/k/a Mainstream Phase II-A), as shown upon the plat thereof appearing of record in Plat Cabinet 19, Slot 18, in the Office of the Clerk of Nelson County, Kentucky (the "Plat") (hereinafter referred to as "Sunset Village, Phase II-A (Section 76-M through 76-T)");

C. Sunset Village, Phase II-A (Section 76-M through 76-T) shall be and hereby is encumbered by the Master Declaration and shall be deemed to be a "Section" of Sunset Village Subdivision as defined in and contemplated by the Master Declaration;

D. Pursuant to Section 1.2 of the Master Declaration, the Developer reserved the right to annex additional real property into the Sunset Village Subdivision and record with respect to any Section a Supplemental Declaration of Covenants, Conditions and Restrictions for the purposes therein described. In accordance therewith, the Developer hereby imposes on Sunset Village, Phase II-A (Section 76-M through 76-T), this Supplemental Declaration, which shall be and hereby is incorporated within the Master Declaration by reference, and may be amended in the same manner as the Master Declaration.

DECLARATION:

NOW, THEREFORE, in accordance with and subject to the premises recited above, the Developer does hereby declare as follows:

Section 1. **Annexation.** That the Real Estate and Subdivision known and identified as Sunset Village, Phase II-A (Section 76-M through 76-T), being Lots 76-M, 76-N, 76-O, 76-P, 76-Q, 76-R, 76-S and 76-T, inclusive, as shown upon the Plat thereof appearing of record in Plat Cabinet 19, Slot 18, in the Office of the Clerk of Nelson County, Kentucky (the "Property") shall be annexed into Sunset Village Subdivision and shall be owned, held, used, sold, leased, conveyed, occupied, developed, improved and redeveloped subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges, liens and other provisions set forth in this Supplemental Declaration, the Master Declaration, and the Articles of Incorporation and By-Laws of the Community Association.

Section 2. **Joinder By Community Association and Riggs.** Sunset Village Homeowners' Association, Inc., and Riggs Enterprises, LLC (as the owner of a certain portion of real estate within the Subdivision) join in the execution of this instrument for purposes of acknowledging, consenting and agreeing to the terms and provisions of this Declaration and, in the case of Riggs, for purposes of subjecting all of the real estate it owns in the Subdivision to this Declaration.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this instrument by their duly authorized representatives, this 21 day of November, 2017.

DEVELOPER:

CEES & DEES, LLC

BY: Donna Monia
TITLE: Member

COMMUNITY ASSOCIATION:

SUNSET VILLAGE HOMEOWNERS' ASSOCIATION, INC.

BY: Charles T. Riggs II
TITLE: President

RIGGS:

RIGGS ENTERPRISES, LLC

BY: Charles T. Riggs II
TITLE: Member

STATE OF KENTUCKY

COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 21 day of November, 2017, by Donna Monia, an individual known to me or, if not known to me, who presented satisfactory evidence that he/she is the person described in and who executed the foregoing instrument, in his/her capacity as Member of CEES & DEES, LLC, a Kentucky corporation, to be the true and voluntary act and deed of said Kentucky corporation.

Lana G. Chason
NOTARY PUBLIC, State at Large

My Commission Expires: 7/18/21

STATE OF KENTUCKY

COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 21 day of Nov., 2017, by Charles T. Riggs II, an individual known to me or, if not known to me, who presented satisfactory evidence that he is the person described in and who executed the foregoing instrument, in his capacity as President of SUNSET VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Kentucky corporation, to be the true and voluntary act and deed of said Kentucky corporation.

Lana G. Chason
NOTARY PUBLIC, State at Large

My Commission Expires: 7/18/21

STATE OF KENTUCKY

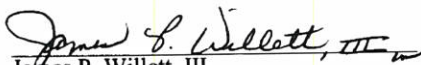
COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 21 day of November, 2017, by Charles T. Riggs, II, an individual known to me or, if not known to me, who presented satisfactory evidence that he is the person described in and who executed the foregoing instrument, in his capacity as Member of RIGGS ENTERPRISES, LLC, a Kentucky limited liability company, to be the true, voluntary act and deed of said company.


NOTARY PUBLIC

My Commission Expires: 7/18/21

This Instrument Prepared By:


James P. Willett, III
SALTSMAN & WILLETT, P.S.C.
212 East Stephen Foster Avenue
P.O. Box 327
Bardstown, Kentucky 40004
(502) 348-4873

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2017014122
NELSON CO, KY FEE \$13.00
PRESENTED / LODGED 11-22-2017 09:43:13 AM
RECORDED: 11-22-2017
ELAINE A. FILIATREAU
CLERK
BY CATHERINE MARKS
DEPUTY CLERK

BK: DEED D533
PG: 242-244

**DECLARATION OF ANNEXATION AND
SUPPLEMENTAL COVENANTS, CONDITIONS & RESTRICTIONS**

FOR

SUNSET VILLAGE, PHASE II-A

(Mainstream, Phase II-A, Lots 76-E through 76-L)

THIS DECLARATION OF ANNEXATION & SUPPLEMENTAL COVENANTS, CONDITIONS & RESTRICTIONS FOR SUNSET VILLAGE, PHASE II-A, LOTS 76-E through 76-L ("Supplemental Declaration") is made and imposed this 16th day of Dec., 2018, by **CEES & DEES, LLC**, a Kentucky limited liability company maintaining its mailing address at 1065 Bloomfield Road, Bardstown, Kentucky 40004 ("Developer"); **SUNSET VILLAGE HOMEOWNERS' ASSOCIATION, INC.**, a Kentucky non-profit corporation maintaining its mailing address at P.O. Box 822, Bardstown, Kentucky 40004, ("Community Association"); and, **RIGGS ENTERPRISES, LLC**, a Kentucky limited liability company maintaining its mailing address at 1065 Bloomfield Road, Bardstown, Kentucky 40004 ("Riggs").

RECITALS:

- A. Pursuant to that certain Declaration of Covenants, Conditions & Restrictions for Sunset Village, Phase I, dated August 8, 2014, of record in Deed Book 502, Page 791, in the Office of the Clerk of Nelson County, Kentucky, as amended or supplemented (collectively, the "Master Declaration"), Developer imposed certain covenants, conditions and restrictions on the real property situated in Nelson County, Kentucky, more fully described therein and known as "Sunset Village Subdivision";
- B. Developer is creating an additional section of Sunset Village Subdivision, being comprised of Mainstream Subdivision, Phase II-A, Lots 76-E through 76-L, inclusive, to be known as Sunset Village, Phase II-A (Section 76-E through 76-L) (a/k/a Mainstream Phase II-A), as shown upon the plat thereof appearing of record in Plat Cabinet 19, Slot 166, in the Office of the Clerk of Nelson County, Kentucky (the "Plat") (hereinafter referred to as "Sunset Village, Phase II-A (Section 76-E through 76-L)");
- C. Sunset Village, Phase II-A (Section 76-E through 76-L) shall be and hereby is encumbered by the Master Declaration and shall be deemed to be a "Section" of Sunset Village Subdivision as defined in and contemplated by the Master Declaration;
- D. Pursuant to Section 1.2 of the Master Declaration, the Developer reserved the right to annex additional real property into the Sunset Village Subdivision and record with respect to any Section a Supplemental Declaration of Covenants, Conditions and Restrictions for the purposes therein described. In accordance therewith, the Developer hereby imposes on Sunset Village, Phase II-A (Section 76-E through 76-L), this Supplemental Declaration, which shall be and hereby is incorporated within the Master Declaration by reference, and may be amended in the same manner as the Master Declaration.

DECLARATION:

NOW, THEREFORE, in accordance with and subject to the premises recited above, the Developer does hereby declare as follows:

Section 1. **Annexation.** That the Real Estate and Subdivision known and identified as Sunset Village, Phase II-A (Section 76-E through 76-L), being Lots 76-E, 76-F, 76-G, 76-H, 76-I, 76-J, 76-K and 76-L, inclusive, as shown upon the Plat thereof appearing of record in Plat Cabinet 19, Slot 166, in the Office of the Clerk of Nelson County, Kentucky (the "Property") shall be annexed into Sunset Village Subdivision and shall be owned, held, used, sold, leased, conveyed, occupied, developed, improved and redeveloped subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges, liens and other provisions set forth in this Supplemental Declaration, the Master Declaration, and the Articles of Incorporation and By-Laws of the Community Association.

Section 2. **Joinder By Community Association and Riggs.** Sunset Village Homeowners' Association, Inc., and Riggs Enterprises, LLC (as the owner of a certain portion of real estate within the Subdivision) join in the execution of this instrument for purposes of acknowledging, consenting and agreeing to the terms and provisions of this Declaration and, in the case of Riggs, for purposes of subjecting all of the real estate it owns in the Subdivision to this Declaration.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this instrument by their duly authorized representatives, this 6 day of Dec., 2018.

DEVELOPER:

CEES & DEES, LLC

BY: [Signature]
TITLE: Member

COMMUNITY ASSOCIATION:

SUNSET VILLAGE HOMEOWNERS' ASSOCIATION, INC.

BY: [Signature]
TITLE: President

RIGGS:

RIGGS ENTERPRISES, LLC

BY: [Signature]
TITLE: Member

STATE OF KENTUCKY

COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 6 day of Dec., 2018, by Chris Monen, an individual known to me or, if not known to me, who presented satisfactory evidence that he/she is the person described in and who executed the foregoing instrument, in his/her capacity as Member of CEES & DEES, LLC, a Kentucky limited liability company, to be the true and voluntary act and deed of said Kentucky limited liability company.

[Signature]
NOTARY PUBLIC, State at Large

My Commission Expires: 7/18/21

STATE OF KENTUCKY

COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 6th day of December, 2018, by Charles T. Riggs II, an individual known to me or, if not known to me, who presented satisfactory evidence that he is the person described in and who executed the foregoing instrument, in his capacity as President of SUNSET VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Kentucky corporation, to be the true and voluntary act and deed of said Kentucky corporation.

[Signature]
NOTARY PUBLIC, State at Large

My Commission Expires: 7/18/21

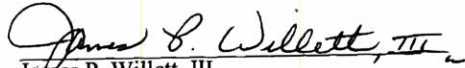
STATE OF KENTUCKY
COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 6th day of December, 2018, by Charles T. Riggs, II, an individual known to me or, if not known to me, who presented satisfactory evidence that he is the person described in and who executed the foregoing instrument, in his capacity as Member of RIGGS ENTERPRISES, LLC, a Kentucky limited liability company, to be the true, voluntary act and deed of said company.


NOTARY PUBLIC, State at Large

My Commission Expires: 7/18/21

This Instrument Prepared By:


James P. Willett, III
SALTSMAN & WILLETT, P.S.C.
212 East Stephen Foster Avenue
P.O. Box 327
Bardstown, Kentucky 40004
(502) 348-4873

FA2018\DEC-SUNSET-PHASE-II-A(LOTS76-E-76-L).134.wpd



2018014838
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PRESENTED / LODGED 12-06-2018 04:20:06 PM
RECORDED: 12-06-2018
ELAINE A. FILIATREAU
CLERK
BY CATHERINE MARKS
DEPUTY CLERK
BK: DEED D544
PG: 342-344

**DECLARATION OF ANNEXATION AND
SUPPLEMENTAL COVENANTS, CONDITIONS & RESTRICTIONS**

FOR

SUNSET VILLAGE, PHASE II-A
(Mainstream, Phase II-A, Lots 76-A through 76-D)

THIS DECLARATION OF ANNEXATION & SUPPLEMENTAL COVENANTS, CONDITIONS & RESTRICTIONS FOR SUNSET VILLAGE, PHASE II-A, LOTS 76-A through 76-D ("Supplemental Declaration") is made and imposed this 27 day of Feb., 2019, by **CEES & DEES, LLC**, a Kentucky limited liability company maintaining its mailing address at 1065 Bloomfield Road, Bardstown, Kentucky 40004 ("Developer"); **SUNSET VILLAGE HOMEOWNERS' ASSOCIATION, INC.**, a Kentucky non-profit corporation maintaining its mailing address at P.O. Box 822, Bardstown, Kentucky 40004, ("Community Association"); and, **RIGGS ENTERPRISES, LLC**, a Kentucky limited liability company maintaining its mailing address at 1065 Bloomfield Road, Bardstown, Kentucky 40004 ("Riggs").

RECITALS:

A. Pursuant to that certain Declaration of Covenants, Conditions & Restrictions for Sunset Village, Phase I, dated August 8, 2014, of record in Deed Book 502, Page 791, in the Office of the Clerk of Nelson County, Kentucky, as amended or supplemented (collectively, the "Master Declaration"), Developer imposed certain covenants, conditions and restrictions on the real property situated in Nelson County, Kentucky, more fully described therein and known as "Sunset Village Subdivision";

B. Developer is creating an additional section of Sunset Village Subdivision, being comprised of Mainstream Subdivision, Phase II-A, Lots 76-A through 76-D, inclusive, to be known as Sunset Village, Phase II-A (Section 76-A through 76-D) (a/k/a Mainstream Phase II-A), as shown upon the plat thereof appearing of record in Plat Cabinet 19, Slot 185, in the Office of the Clerk of Nelson County, Kentucky (the "Plat") (hereinafter referred to as "Sunset Village, Phase II-A (Section 76-A through 76-D)");

C. Sunset Village, Phase II-A (Section 76-A through 76-D) shall be and hereby is encumbered by the Master Declaration and shall be deemed to be a "Section" of Sunset Village Subdivision as defined in and contemplated by the Master Declaration;

D. Pursuant to Section 1.2 of the Master Declaration, the Developer reserved the right to annex additional real property into the Sunset Village Subdivision and record with respect to any Section a Supplemental Declaration of Covenants, Conditions and Restrictions for the purposes therein described. In accordance therewith, the Developer hereby imposes on Sunset Village, Phase II-A (Section 76-A through 76-D), this Supplemental Declaration, which shall be and hereby is incorporated within the Master Declaration by reference, and may be amended in the same manner as the Master Declaration.

DECLARATION:

NOW, THEREFORE, in accordance with and subject to the premises recited above, the Developer does hereby declare as follows:

Section 1. **Annexation.** That the Real Estate and Subdivision known and identified as Sunset Village, Phase II-A (Section 76-A through 76-D), being Lots 76-A, 76-B, 76-C and 76-D, inclusive, as shown upon the Plat thereof appearing of record in Plat Cabinet 19, Slot 185, in the Office of the Clerk of Nelson County, Kentucky (the "Property") shall be annexed into Sunset Village Subdivision and shall be owned, held, used, sold, leased, conveyed, occupied, developed, improved and redeveloped subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges, liens and other provisions set forth in this Supplemental Declaration, the Master Declaration, and the Articles of Incorporation and By-Laws of the Community Association.

Section 2. **Joinder By Community Association and Riggs.** Sunset Village Homeowners' Association, Inc., and Riggs Enterprises, LLC (as the owner of a certain portion of real estate within the Subdivision) join in the execution of this instrument for purposes of acknowledging, consenting and agreeing to the terms and provisions of this Declaration and, in the case of Riggs, for purposes of subjecting all of the real estate it owns in the Subdivision to this Declaration.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this instrument by their duly authorized representatives, this 27 day of February, 2019.

DEVELOPER:
CEES & DEES, LLC

COMMUNITY ASSOCIATION:
SUNSET VILLAGE
HOMEOWNERS' ASSOCIATION, INC.

BY: *Donna Monin*
TITLE: Member

BY: *Charles T. Riggs II*
TITLE: President

RIGGS:
RIGGS ENTERPRISES, LLC

BY: *Charles T. Riggs II*
TITLE: President

STATE OF KENTUCKY
COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 27 day of Feb., 2019, by Donna Monin, an individual known to me or, if not known to me, who presented satisfactory evidence that he/she is the person described in and who executed the foregoing instrument, in his/her capacity as Member of CEES & DEES, LLC, a Kentucky limited liability company, to be the true and voluntary act and deed of said Kentucky limited liability company.

Lana S. Chason
NOTARY PUBLIC, State at Large

My Commission Expires: 7/18/21

STATE OF KENTUCKY
COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 27 day of Feb., 2019, by Charles T. Riggs II, an individual known to me or, if not known to me, who presented satisfactory evidence that he is the person described in and who executed the foregoing instrument, in his capacity as President of SUNSET VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Kentucky corporation, to be the true and voluntary act and deed of said Kentucky corporation.

Lana S. Chason
NOTARY PUBLIC, State at Large

My Commission Expires: 7/18/21

STATE OF KENTUCKY

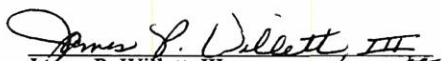
COUNTY OF NELSON

The foregoing instrument was subscribed, sworn to and acknowledged before me this 27 day of Feb., 2019, by Charles T. Riggs, II, an individual known to me or, if not known to me, who presented satisfactory evidence that he is the person described in and who executed the foregoing instrument, in his capacity as Pres/Member of RIGGS ENTERPRISES, LLC, a Kentucky limited liability company, to be the true, voluntary act and deed of said company.


NOTARY PUBLIC, State at Large

My Commission Expires: 7/18/21

This Instrument Prepared By:


James P. Willett, III
SALTSMAN & WILLETT, P.S.C.
212 East Stephen Foster Avenue
P.O. Box 327
Bardstown, Kentucky 40004
(502) 348-4873

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2019002276
NELSON CO, KY FEE \$13.00
PRESENTED / LODGED 02-27-2019 12:56:10 PM
RECORDED: 02-27-2019
JEANETTE HALL SIDEBOTTOM
CLERK
BY CHRISTY R BROWN
DEPUTY CLERK

BK: DEED D546
PG: 429-431