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SUSAN LAMB  
COUNTY CLERK

PRESENTED / LODGED 12/06/2024 11:02:30 AM

BY: EMILY GENTRY, DEPUTY CLERK

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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND  
RESTRICTIONS FOR THE TOWNHOMES AT REMINGTON PLACE**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE TOWNHOMES AT REMINGTON PLACE (this "Declaration") is made as of December 4, 2024, by 3711 LOCHDALE TERRACE LLC, a Kentucky limited liability company ("Developer").

WHEREAS, Developer owns certain real property located in Lexington, Fayette County, Kentucky, more particularly described in Exhibit A attached hereto and incorporated herein by reference, which has been developed as a residential subdivision of single-family townhomes known and marketed as the "The Townhomes at Remington Place"; and

WHEREAS, Developer desires to subject such property, together with such additions as may hereafter be made thereto (herein collectively the "Property"), to the covenants, restrictions, easements, charges and liens as contained in this Declaration, all of which are for the benefit of the Property and each individual Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an Association to which should be delegated and assigned the powers and duties of maintaining and administering the Areas of Common Responsibility and administering and enforcing the within covenants and restrictions; and

WHEREAS, Developer will form the "The Townhomes at Remington Place Owners Association, Inc.", as a non-profit Kentucky corporation for the purpose of carrying out the powers and duties aforesaid.

NOW, THEREFORE, Developer hereby declares that all of the Property, as herein defined, shall be held, sold, encumbered, rented and conveyed subject to the following covenants, conditions, easements and restrictions, which are for the purpose of protecting the value and desirability of the Property. The easements, restrictions, covenants and conditions shall run with the Property and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns and shall inure to the benefit of each Owner.

**ARTICLE I**  
**DEFINITIONS**

The terms in this Declaration and the “By-Laws” (as defined herein) shall be construed to have their ordinary, generally accepted meanings unless otherwise specifically defined herein or in the By-Laws. In addition, the following definitions shall apply:

Section 1. “Area of Common Responsibility” shall mean and refer to the (a) “Common Area” (as defined herein); (b) all areas located outside of the footer/basement wall of each building of whatever type, texture, kind and description located on any Lot; (c) all exterior surfaces of buildings of whatever type, texture, kind and description located on any Lot or in any Common Area, including without limitation, roofs, walls, exterior surfaces of enclosed garages, party walls, and all exterior doors and windows, including screen and storm doors, garage doors, decorative elements, exterior hinges, frames, doorframes and hardware which are part of the entry system; (d) all patios, driveways, sidewalks, and steps; (e) downspouts, gutters, storm sewers, catch basins and other drainage systems; (f) all exterior architectural fenestration; (g) medians, entrance ways, rights-of-way of private streets and driveways; and (h) other areas, if any, including as provided in Article IV, Section 1 below, that by the terms of this Declaration or by contract with any Person become the responsibility of the Association.

Section 2. “Articles of Incorporation” shall mean those Articles of Incorporation filed with the Secretary of State of Kentucky incorporating The Townhomes at Remington Place Owners Association, Inc., as a non-profit corporation under the provisions of the Kentucky Revised Statutes, as the same may be amended from time to time.

Section 3. “Association” shall mean and refer to The Townhomes at Remington Place Owners Association, Inc., a Kentucky non-profit corporation, its successors and assigns, which shall be created by the Developer no later than the date upon which the first Lot is conveyed to a purchaser for fair market value, as provided in KRS 381.787(1). The Association shall consist of Members who own Lot(s), as provided in KRS 381.787(2).

Section 4. “Board of Directors” or “Board” means the board of directors of the Association.

Section 5. “By-Laws” means the by-laws of the Association, as amended from time to time. All provisions contained in the body of this Declaration dealing with the administration and maintenance of the Property shall be deemed to be a part of the By-Laws.

Section 6. “Common Area” shall mean (i) all real and personal property which the Association now or hereafter owns or holds for common use and enjoyment of the Owners, including, as shown on that Amended Final Record Plat of the Glen @ Lochdale Unit 2C Lots 133 & 135, of record in Plat Cabinet L, Slide 973; the Amended Final Record Plat of The Glen @ Lochdale, Unit 2C, Lots 136 & 137, of record in Plat Cabinet M, Slide 146; the Corrected Amended Record Plat of the Glen @ Lochdale, Unit 2C, Lots 136 & 137, of record in Plat Cabinet M, Slide 262; and the Amended Final Record Plat of The Glen @ Lochdale, Unit 2F, Lots 132 & 134, of record in Plat Cabinet M, Slice 414, all in the Fayette County Clerk’s Office, including private streets, driveways, parking spaces, dumpster, dumpsters, sidewalks, medians, drains, trees,

landscaping, landscaping features, and walkways; (ii) common areas and/or rights of way which are not dedicated to the public and which are shown and identified as common areas or ingress/egress easements, on any Plat of the Property and any additional property subjected to this Declaration, recorded by Developer or its successors and assigns including, but not limited to, retention basins, retention easements, private open spaces, access easement, driveways, private streets and other common area driving/parking surfaces for common use and enjoyment of the Owners; and (iii) all other portions of the Property which now or maybe hereafter be designated on any Plat of the Property or by Developer as common areas for common use and enjoyment of the Owners. The Common Area may be conveyed to the Association or its successor at such time as Developer, in its sole discretion, determines.

Section 7. “Common Expenses” shall mean and include the actual and estimated expenses of the administration, governance, maintenance and operation of the Association, including insurance premiums, expenses, maintenance and repair expenses, and any reasonable reserves, all as may be found to be necessary and appropriate by the Board of Directors pursuant to this Declaration, the By-Laws and the Articles of Incorporation of the Association.

Section 8. “Community Wide Standard” shall mean the standard of conduct, maintenance or other activity generally prevailing throughout the Property. Such standard may be more specifically determined and set forth by the Board of Directors or its designee.

Section 9. “Developer” shall mean and refer to 3711 Lochdale Terrace LLC, a Kentucky limited liability company, its successors and assigns and have the same meaning as “Declarant”, as set forth in KRS 381.785(6).

Section 10. “Lot” shall mean and refer to any numbered parcel of the Property on which a townhome is or may be constructed as shown on any Plat of the Property.

Section 11. “Majority” shall mean those votes of the Owners representing more than fifty percent (50%) of the total vote in the Association. Any specific percentage of Owners means that number of Owners, who in the aggregate, are entitled to exercise such specified percentage of the total vote in the Association.

Section 12. “Member” shall mean and refer to every person or entity who holds a membership in the Association.

Section 13. “Owner” shall mean and refer to the record Owner, whether one or more Persons or entities, of fee simple title to any Lot which is a part of the Property, but excluding any Person who is a mortgagee or holds an interest merely as security for the performance of an obligation.

Section 14. “Person” shall mean any individual, corporation, company, partnership, joint venture, trustee or other legal entity, including the Association.

Section 15. “Plat” means the final record plat or plats of the Property of record in the Clerk’s Office for Fayette County, Kentucky, showing the number of each Lot and expressing its area, location and other data necessary for identification, including the subdivision plats, as such plat or plats may be amended from time to time, including the Final Record Plat of The Glen @

Lochdale, Unit 2C, of record in Plat Cabinet L, Slide 591; the Final Record Plat of The Glen @ Lochdale, Unit 2F, of record in Plat Cabinet L, Slide 741; the Amended Final Record Plat of The Glen @ Lochdale, Unit 2C, Lots 133 & 135, of record in Plat Cabinet L, Slide 973; the Amended Final Record Plat of The Glen @ Lochdale, Unit 2C, Lots 136 & 137, of record in Plat Cabinet M, Slide 146; the Corrected Amended Record Plat of The Glen @ Lochdale, Unit 2C, Lots 136 & 137, of record in Plat Cabinet M, Slide 262; and the Amended Final Record Plat of The Glen @ Lochdale, Unit 2F, Lots 132 & 134, of record in Plat Cabinet M, Slide 415, all in the Fayette County Clerk's Office.

Section 16. "Property" shall mean and refer to that certain real property described in Exhibit A attached hereto and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 17. "Unit" shall mean and refer to any improved Lot.

## **ARTICLE II** **MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION**

Section 1. Members. Developer and every Owner of a Lot which is subject to an assessment shall be a member of the Association. Such Owners shall abide by the Association By-Laws, Articles of Incorporation, rules and regulations and shall pay the assessments provided for in this Declaration when due, and shall comply with decisions of the Association's Board of Directors. Conveyance of a Lot, except a conveyance to a trustee under a deed of trust or to a mortgagee in a foreclosure, automatically transfers membership in the Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from any Lot which is subject to assessment. No Owner, whether one or more persons, shall have more than one membership per Lot owned. In the event an Owner of a Lot is more than one person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a member or the member's spouse subject to the provisions of this Declaration and the By-Laws. The membership rights of a Lot owned by a corporation, company, partnership or other entity shall be exercised by an individual designated by the entity pursuant to a written instrument provided to the Secretary of the Association.

Section 2. Classes of Membership. The Association shall have two classes of voting members:

A. Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot owned, but the right of Class A members to vote may be exercised only in accordance with Section 2(C) below. If more than one person holds an interest in such Lot, the vote for such Lot shall be exercised as such persons determine among themselves and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one person seeks to exercise such vote.

B. Class B. The Class B member shall be Developer. Developer shall be entitled to one (1) vote for each Lot owned and it shall determine who shall cast the vote. In addition, the

Class B member shall be entitled to appoint all the members of the Board of Directors, in accordance with the By-Laws, until 100% of the Property shown on Exhibit A, as amended from time to time, including additions thereto, has been developed into Lots, certificates of occupancy issued thereon and have been conveyed to persons other than Developer or builders holding title for purposes of development and sale (the "Class B Control Period"). The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier: (i) when in its discretion Developer so determines by written notice to the Association; or (ii) when Developer's right during the Class B Control Period to appoint all of the Board of Directors terminates as set forth hereinabove. the Class B Control Period is the "Declarant control period", as provided in KRS 381.785(7).

C. Class A Vote. Class A members shall not be entitled to exercise any vote until the earlier of the termination of the Class "B" Control Period or when, in its discretion, the Class B member so determines by written notice to the Association.

### Section 3. Rights and Obligations of the Association.

A. The Association shall be responsible for the exclusive management and control of the Area of Common Responsibility and all improvements thereon (including, without limitation, landscaped areas, signage, sidewalks, patios, driveways, roadways, parking spaces, any entrance walls, walkways and medians), and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions hereof.

B. All rights reserved by the Developer in this Declaration shall automatically pass to the Association when the Class B membership ceases pursuant to Article II, Section 2, except that the Developer may assign any and all rights reserved herein by Developer to said Association at any time prior to the sale by the Developer of 100% of the Property shown on Exhibit A, as amended from time to time, including additions thereto, as specifically provided for in Article II, Section 2.B hereinabove, provided that no such earlier transfer shall be effective until it is in a written instrument signed by Developer and duly recorded in the public records of Fayette County, Kentucky.

C. In addition to the powers and duties otherwise set forth in this Declaration, the Association is authorized and directed to make provision for the improvement and maintenance of the Area of Common Responsibility and to adopt rules and regulations and to take such action as is necessary to accomplish the purposes of this Declaration. The Board of Directors of the Association may adopt rules and regulations. After the Class B membership ceases, the Board of Directors of the Association may propose rules and regulations and amendments thereto for adoption by the Members. Written notice of any such meeting of the Members to consider said rules and regulations or any amendments thereto shall be given in writing at least thirty (30) days in advance and shall set forth the time, place and purpose of the meeting. The presence at the meeting of Members in person or by proxy entitled to cast thirty (30) percent of all the votes shall constitute a quorum for this purpose.

**ARTICLE III**  
**PROPERTY RIGHTS**

Section 1. Owners' Easement of Enjoyment and Exceptions. Every Owner shall have a right, and easement of enjoyment, including, without limitation, the right of vehicular and pedestrian ingress and egress in, over and to the Common Areas, which shall run with the land and be appurtenant to and shall pass with the title to every Lot. This right and easement shall also be granted to the Association and each Owner's families, guests, invitees, servants, employees, tenants and contract purchasers. Developer shall have access to any and all Common Areas so long as is necessary for Developer to develop, renovate, repair, refurbish, construct or sell or otherwise dispose of any Property subject to this Declaration.

Section 2. Title to Common Areas. The Developer may retain the legal title to the Common Areas (or, as to the Common Areas within dedicated right-of-way, the obligation to maintain and regulate) until such time as in the opinion of the Developer, the Association is able to maintain and regulate the use of same; provided, however, the Developer hereby covenants that it shall convey legal title to the Common Areas to the Association (or, as to Common Areas within dedicated right-of-way, shall transfer the obligation to maintain and regulate) no later than at such time as Class B membership is converted to Class A membership. Whenever the Developer conveys legal title or transfers the obligation to maintain and regulate all or part of the Common Areas to the Association, the Association shall accept such legal title and shall assume control and responsibility for the Common Areas so conveyed.

Section 3. Extent of Owners' Easements. The rights and easements of use and enjoyment hereby created shall be subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the Common Areas, including, without limitation, from foreclosure;

B. The right of the Association to suspend the (i) voting rights of an Owner or (ii) right of vehicular and pedestrian ingress and egress to Owner's guests, invitees, servants, employees, tenants and contract purchasers for any period during which an assessment against Owner's Lot remains unpaid and for a period of time for any infraction of this Declaration or its published rules and regulations; and

C. The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by a majority of the Board of Directors of the Association, provided the Owners' easements of ingress and egress and any public utility easements previously established shall not be affected. Developer may declare utility, service or drainage easements upon, through or under the Common Areas at its sole discretion so long as there is in existence the Class B membership in accordance with Article II, Section 2. When Class B membership ceases, this right of Developer shall automatically pass to the Board of Directors of the Association.

Section 4. No Partition. Except as is permitted in this Declaration or amendments thereof, there shall be no physical partition of the Common Areas or any part thereof, nor shall any person acquiring any interest in the Property have the right to judicial partition. This Section does

not prohibit the Board of Directors of the Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may be or may not be subject to this Declaration.

Section 5. Sale of Common Areas. The Common Area shall not be sold or otherwise disposed of separate and apart from the Lot on which any portion of such Common Area is located. This limitation does not apply to a transfer of the Common Area to either the Association or an organization conceived and established to own and maintain the Common Area as a successor to the Association nor to the dedication of streets or utility easements as provided in Section 3 of this Article III. This restriction shall survive any amendment to or cancellation of this Declaration.

#### **ARTICLE IV** **MAINTENANCE**

Section 1. Association's Responsibility. The Association has been formed for the purpose of maintaining and keeping in good repair the Area of Common Responsibility as provided in this Article IV. The Association shall maintain and keep in good repair the Area of Common Responsibility, unless such obligations are assumed by any municipal or governmental agency or other entity having jurisdiction thereof, such maintenance to be funded as hereinafter provided. This maintenance shall include, but shall not be limited to, (i) all exterior surfaces of buildings of whatever type, texture, kind and description located on any Lot or in any Common Area, including, without limitation, roofs, walls, exterior surfaces of enclosed garages and party walls, and all exterior doors, including screen and storm doors, garage doors, exterior hinges, frames, doorframes and hardware which are part of the entry system; (ii) all driveways, sidewalks, steps, patios, and mailboxes; (iii) downspouts, gutters, storm sewers, catch basins and other drainage systems; (iv) all exterior architectural fenestration; (v) maintenance of landscaping, trees, exterior lighting fixtures and walkways located in the Common Area and on the Lots and as otherwise provided in Article 1, Section 6 above; (vi) mowing, trimming, planting and fertilization (six times per year) of all grass on the Property (including all lawns and grass on each of the Lots, except as provided in Article X, Section 12) and flowers located in the Common Areas including any irrigation and related utility and water expenses; (vii) maintenance of monuments and decorative signage; (viii) snow removal of sidewalks, rights-of-way of private roads and driveways in the event of a greater than two (2) inch snowfall; (ix) repairs to medians, entrance ways, rights-of-way of private roads and driveways located in the Area of Common Responsibility; (x) other areas, if any, that by the terms of this Declaration, or by contract with any other Person, becomes the responsibility of the Association; (xi) accounting, management and billing; and (xi) other care deemed necessary for the Area of Common Responsibility (*i.e.*, litter pick-up, special watering of non-irrigated areas and landscape replacement). Notwithstanding the obligation to maintain the Area of Common Responsibility, the Board of Directors may discontinue the operation of any aesthetic device within such Area of Common Responsibility if, in its sole discretion, the Board of Directors determines that doing so is in the best interest of the Association. Provided, however, specifically excluded from the Area of Common Responsibility are all HVAC or other electrical, mechanical or plumbing equipment located on the exterior of any buildings on any Lot, and all hoses, pipes or other components of such systems on the exterior or interior of any such buildings.

In addition to the maintenance and repair obligations described in this Article IV, the Association shall have the responsibility for ensuring that the Common Areas, including but not limited to all driveways, walkways and other common area driving surfaces remain clear of any parked vehicles, as provided in Article X, Section 15 below, and it shall have the authority to remove any offending vehicles at the expense of the Unit Owner or resident.

After the construction and installation of medians, entrance ways and rights-of-way of private roads, walkways, driveways and the construction of any other portion of the Common Area by the Developer, the maintenance thereof shall be performed by the Association to the highest standards of care and also to provide visually attractive entrances to The Townhomes at Remington Place. Developer hereby grants to the Association a nonexclusive easement in perpetuity over, under and through the Common Areas and any adjoining portions of the Property necessary for the purpose of performing its maintenance responsibilities.

Section 2. Owner's Responsibility. Each Owner shall maintain all parts of such Owner's Lot, including any improvements thereon, that are not part of the Area of Common Responsibility, all in accordance with the Community Wide Standard and all applicable covenants, conditions and restrictions, and except as expressly stated herein, neither the Association nor any other party shall have any liability whatsoever for the construction, maintenance or reconstruction of any part of any buildings or structures on any Lot. If any Owner fails to properly perform such Owner's maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Lot and the Owner in accordance with Article V, Section 3, of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry. Each Owner shall be responsible for the cost expended by the Association for the repair/replacement of all exterior doors, including screen and storm doors, garage doors, exterior hinges, frames, doorframes and hardware which are part of the entry system of that Owner's townhome Unit ("Townhome Unit"). Each Owner shall be responsible for the expense of the repair or replacement of any improvements that are part of the Area of Common Responsibility, including without limitation, the exterior windows and doors, caused by the negligence or intentional act of each such Owner. Each Owner shall be responsible for all HVAC or other electrical, mechanical or plumbing equipment located on the exterior of any buildings on any Lot, and all hoses, pipes or other components of such systems on the exterior or interior of any such buildings. Each Owner shall be responsible for the cleanliness of the exterior windows of such Owner's townhome building, unless the Association determines to have all exterior windows cleaned simultaneously and includes the cost thereof within the Common Expenses.

Section 3. Party Walls. The wall which is built as part of the original construction of any type residential structure, including the Townhome Unit, and placed on the common boundary line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the other provisions herein, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The following provisions to the extent not inconsistent with the other provisions herein shall apply:

- (1) The costs of reasonable repair and maintenance of a party wall shall be a Common Expense.

- (2) If a wall is destroyed by fire or other casualty, the Association shall restore it; however, this section shall not prejudice the rights of the Association to call for a larger contribution from the involved Owner under any rule of law regarding liability for negligence or willful acts or omissions.
- (3) Notwithstanding any other provisions of this section, an Owner who by his negligence or willful act or omission causes the party wall to be exposed to the elements and/or damage shall bear the whole costs of furnishing the necessary protection and/or repair against such elements and/or damage.
- (4) To the extent that any portion of a wall, roof, gutter or any other physical part of a Townhouse Unit or Townhome Units is placed on the dividing line between two Lots, such physical feature shall be designated as a party feature, similar to a party wall, and, to the extent not inconsistent with any other provisions of this Declaration, the general rules of law and the provisions of the immediately preceding section hereof regarding party walls and liability for property damage due to negligence or other willful acts or omissions shall apply thereto.
- (5) Each Owner in the affected Townhome Units shall have an easement over and through the property of the other for any shared utilities and shall have access to the attic area, crawl space or basement, if any, and open areas to service, maintain and repair said shared utilities.
- (6) Should the Association fail to maintain fire and extended coverage insurance as provided in Article VI, Section 1, the Owner of each Lot shall maintain fire and extended coverage insurance of at least 90% of the highest insurable value of the improvements within the respective party's Townhome Unit on the Lot, with an insurance company authorized to do business in the Commonwealth of Kentucky, and a copy of such policy shall be provided to the Association and other Owners, in the affected Townhome Units, upon request.
- (7) In the event of a loss by fire or other damage, any insurance proceeds shall first be used to restore the damaged improvements to their status immediately preceding the loss. To the extent that such insurance proceeds are not so available for reconstruction or repair, the Association shall nonetheless proceed promptly to restore the Townhome Units to its original state of repair, as aforementioned.

- (8) Except for the Townhome Unit exterior or as otherwise provided herein, every Owner must promptly perform all maintenance and repair work within or on his/her own Townhome Unit, which if omitted, would affect the structure in its entirety, or in a part belonging to another Owner; and every Owner shall be expressly responsible for any damages and liabilities by other Owners resulting from or caused by said Owner's failure to maintain or repair as herein provided.
- (9) Each Owner shall maintain their respective Townhome Unit in such a manner as to be aesthetically compatible with the other Townhome Unit(s), all in accordance with the Community Wide Standard.

Section 4. **Security.** The Developer and/or the Association shall have the authority (but shall not be obligated) to undertake certain measures designed to increase safety/security in the Property, including to install and maintain security and outside entrance locking/gate systems and require Lot Owners and occupants compliance therewith. Whether or not such measures are taken, neither the Association nor the Developer shall in any way be considered insurers or guarantors of security within the properties and neither the Association nor the Developer shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. All owners, tenants, guests and invitees of any Owner, as applicable, acknowledge that the Developer, the Association and its Board of Directors do not represent or warrant that any fire protection system or security system designated by or installed according to guidelines established by the Developer may not be comprised or circumvented, that fire protection and security systems will prevent loss by fire, smoke, burglary, theft, holdup, or otherwise, nor that fire protection and security systems will in all cases provide the detection or protection for which the system is designed or intended. Each owner, tenant, guest or invitee of an owner, as applicable, acknowledges and understands that the Developer, the Association, and the Board of Directors are not insurers and that each Owner, tenant, guest and invitee assumes all risks for loss or damage to persons, to Lots and to the contents of lots and further acknowledges that Developer, the Association, and the Board of Directors have made no representations or warranties, nor has any Owner, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose relative to any security measures undertaken.

## **ARTICLE V** **ASSESSMENTS**

Section 1. **Creation of Assessments.** There are hereby created assessments for Common Expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 6 of this Article. There shall be two (2) types of assessments:

A. General Assessments to fund expenses for the benefit of all Members of the Association; and

B. Special Assessments as described in Section 3 below.

General Assessments shall be levied equally on all Lots as hereinafter set forth, except those Lots owned by Developer. Special Assessments shall be levied as provided in Section 3 below. Each Owner, by acceptance of its deed or other indicia of ownership, whether or not it shall be so expressed in such deed or such indicia of ownership, is deemed to personally covenant and agree to pay all these assessments.

All assessments, together with interest at a rate not to exceed eighteen percent (18%) or the highest rate allowed by Kentucky law as computed from the date the delinquency first occurs, administrative late fees, enforcement assessments, collection costs, costs and reasonable attorney's fees, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment was made or accrued, and its grantees shall be jointly and severally liable for any assessments that are due and payable at the time of conveyance, except to the extent the lien securing same may have been extinguished by judicial proceedings.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate in an amount determined by the Association.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. The Board of Directors shall have the right to require that an Owner authorize the Board of Directors to auto-draft from an account of Owner any Assessments due hereunder. Unless the Board of Directors otherwise provides, the General Assessment shall be paid in monthly installments. Any installment not paid within ten (10) days of the due date shall be deemed delinquent without notice or demand.

No Owner may waive or otherwise exempt itself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of any Common Area or abandonment of the Lot. No diminution or abatement of assessment or setoff shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration, or the By-Laws or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents, the administration, governance and maintenance of the Association and, in particular, for the acquisition, improvement and maintenance of the Common Areas and the Areas of Common Responsibility, services and facilities devoted to those purposes or for the use and enjoyment of the Common Areas and the Areas of Common Responsibility, including, but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, material, management, supervision, payment of any taxes assessed against the Common Areas, including, but not limited to, sidewalks, streets, alleys, driveways, walkways, landscaping (trees, shrubs, etc.), common utilities (sprinkler systems, street lights, etc.), common signage and the maintenance of the entrances; the procurement and maintenance of insurance in accordance with the By-laws and this Declaration; the cost of providing any security for the Property; the employment of attorneys and accountants to represent the Association when necessary; and such other needs as may arise.

Section 2. Computation of Assessment. It shall be the duty of the Board of Directors, at least thirty (30) days prior to the beginning of each calendar year and thirty (30) days prior to the meeting at which the operating budget shall be presented to the Members, to prepare and adopt an operating budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution to supplement, if necessary based on the capital budget, the operating reserve fund (the "Operating Reserve") and the improvement reserve fund (the "Improvement Reserve") established pursuant to Section 9 below. The amount of the General Assessment to be levied for each calendar year against each Lot under Section 6 below shall be computed as of the 1st day of January of each calendar year for the succeeding calendar year based on the record ownership of each Lot as of such date and each Lot's "Percentage Interest" (as herein defined). Each Lot's "Percentage Interest" shall be equal to one (1) divided by the total number of Lots on which Units have been constructed and sold by the Developer. The initial General Assessment for the year 2025 is \$185.00 per month (\$2,220.00 per year). The Board shall review all final record subdivision plats and deeds for the Property in effect as of the 1<sup>st</sup> day of January of each calendar year and shall compute and adjust, if necessary, the Percentage Interest of each Lot pursuant to this Article. Lots on which Units are constructed and sold by Developer during any year shall be subject to a pro-rata assessment for the period after such Lot thereon is sold based on the then effective annual assessment for all Lots. The General Assessment for each Lot shall be determined by multiplying the total operating budget for the Association by the Lot's Percentage Interest. The Board of Directors shall cause a copy of the budget and the amount of the General Assessments to be levied against each Lot for the following year to be delivered to each Owner within thirty (30) days after its adoption by the Board of Directors and at least fifteen (15) days prior to the meeting at which the budget will be presented to the Members. Such meeting shall be held within forty-five (45) days after the budget has been provided to the Members. After termination of the Developer Control Period, if the adopted budget contains an increase of greater than fifteen percent (15%) from the previous year's budget, the Board of Directors shall provide notice to the Members of a special meeting to consider Member ratification of the adopted budget, as provided in KRS 381.797(7)(b). The budget and the assessment shall automatically become effective unless disapproved at the meeting (whether or not a quorum is present) by (i) a vote of Members representing at least a majority of the total Class A vote in the Association and (ii) the Class B Member, so long as the Class B membership exists. Notwithstanding the foregoing, in the event the proposed budget is disapproved/rejected or the Board of Directors fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been

determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year, as provided in KRS 381.797(7)(e).

Section 3. Special Assessments. In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments in any year applicable to that year; provided, such assessment shall have the affirmative vote or written consent of the Class B Member, so long as the Class B membership exists, and upon termination of the Class B membership, the Members representing at least a majority of the Class A vote in the Association. Special Assessments shall be levied against each Lot based on the Lot's Percentage Interest in the same manner provided for General Assessments, except to the extent such Special Assessment is levied against just one or more, but not all, Lots under the following terms and conditions.

Notwithstanding the foregoing, the Association may levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and its Lot into compliance with the provisions of the Declaration, any amendments thereto, the Articles of Incorporation of the Association, the By-Laws and the Association rules, which Special Assessment may be levied upon the majority vote of the Board of Directors after notice to the Member and an opportunity for a hearing.

Section 4. Lien for Assessments. The General Assessments and Special Assessments and all other sums assessed against any Lot pursuant to this Declaration, together with administrative late fees, interest, collection costs, enforcement assessments, costs and reasonable attorney's fees actually incurred as provided herein that remain unpaid thirty (30) days after any portion has become due and payable, as provided in KRS 381.799(1), shall be secured by a continuing lien on such Lot in favor of the Association, which lien is created hereby and shall not be diminished in any way by a transfer, subdivision and/or consolidation that occurs after the 1st day of January of each calendar year. Such lien shall be recorded against the Lot and shall be prior and superior to all other liens and encumbrances on such Lot except:

- A. all taxes, assessments and other liens which by law would be superior thereto, and
- B. the lien or charge of any mortgage recorded prior to the recordation of the lien in favor of the Association against the Lot, made in good faith and for value, to which such mortgage the lien created herein shall be and hereby is subordinate and inferior in all respects, as provided in KRS 381.799.

Such lien, when delinquent, may be enforced by suit, judgment and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, mortgage and convey the same. During the period of time which a Lot is owned by the Association following foreclosure:

- A. no right to vote shall be exercised on its behalf;
- B. no assessment shall be assessed or levied on it by the Association; and

C. each other Lot shall be charged, in addition to its usual assessment, its equal pro rata share (based on each Lot's Percentage Interest divided by the total Percentage Interest of all other Lots excluding the Lot owned by the Association) of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure.

Suit to recover a money judgment for unpaid assessments and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. After notice and an opportunity for a hearing, the Board of Directors may (i) temporarily suspend the voting rights of and (ii) file a supplemental/lien notice against the Lot of a Member who is in default in payment of any assessment until such assessment and all other amounts then due under this Declaration have been paid in full.

All payments shall be applied first to costs and attorney's fees, then to late charges, then interest, then to delinquent assessments, then to any unpaid installments of the General Assessments or Special Assessments which are not the subject matter of suit, in the order of their coming due, and then to any unpaid installments of the General Assessments or Special Assessments which are the subject matter of suit, in the order of their coming due.

Section 5. Capital Budget and Contribution. The Board of Directors shall annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board of Directors shall set the required capital contribution in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution shall be fixed by the Board of Directors and included within and distributed with the budget and assessment as provided in Section 2 of this Article.

Section 6. Date of Commencement of Assessments. Assessments shall commence against each of the Lots as determined by the Board of Directors in its sole discretion. Notwithstanding the foregoing, each Owner who purchases a Lot from the Developer shall prepay to the Board of Directors the Initial Assessment (as provided in Section 9 of this Article). This prepayment is non-refundable and shall automatically be transferred with the sale of a Lot. Developer shall have no obligation to pay assessments for any Lots it owns which are held for renovation, repair, refurbishment, sale or construction or on which renovation, repair, refurbishment or construction is occurring; provided, however, Developer shall be liable for the assessments on Lots on which Units have been fully renovated, repaired, refurbished or constructed and for which a certificate of occupancy has been issued by the governmental authorities, provided that assessments have commenced against other Lots owned by third parties. It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the assessment against each Lot for such assessment period and the Board of Directors shall make reasonable efforts to fix the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at the time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be opened to inspection by any Owner upon reasonable notice to the Association. Written notice of the assessment shall thereupon be sent to the Owner of any Lot subject thereto.

Section 7. Exempt Property. Notwithstanding anything to the contrary herein, all property dedicated to and accepted by any governmental authority or public utility shall be exempt from payment of General Assessments and Special Assessments.

Section 8. Failure to Assess. The omission or failure of the Board of Directors to fix the assessment amounts or rates or to deliver or mail to each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

## **ARTICLE VI** **INSURANCE AND CASUALTY LOSSES**

Section 1. Insurance. The Board of Directors, or its duly authorized agent, shall obtain, on behalf of and for the benefit of the Association, its Members, officers and directors, such insurance coverage and/or bonds as the Board of Directors in its discretion determines, including, but not limited to, blanket all-risk coverage, fire and extended coverage with respect to the Common Areas, “walls out” (“drywall out”) coverage with respect to all townhome buildings and other improvements located on the Lots, public liability, workers' compensation, director's and officer's liability and a fidelity bond; provided, however, until such time as Developer has conveyed one of the Lots, the Board of Directors is not required to procure such blanket insurance coverage. Such property insurance on the Common Areas shall be for the replacement cost. Premiums for all insurance and/or bonds obtained shall be Common Expenses of the Association and shall be included in the General Assessment as more particularly described in Article V, Section 1, of this Declaration. Each Owner of a Lot (other than Developer) shall separately insure such Owner's Lot, the interior building components and other improvements located therein against fire and other casualty and shall maintain a policy of public liability insurance in such amounts as shall be determined by the Association in its reasonable discretion, and shall provide the Association with proof of such insurance and shall (if available) have the Association named as an additional insured thereon.

Section 2. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area and/or any buildings or structures located on the Lots or, in the event no repair or reconstruction is made to the Common Area, shall be retained by and for the benefit of the Association and placed in a capital improvements account. Notwithstanding anything to contrary contained in this Declaration, in no event shall the Association be required to expend an amount in excess of the insurance proceeds received by such Association in performing any repairs or reconstruction.

Section 3. Damage and Destruction.

A. Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Class B Member, so long as the Class B membership exists, and upon termination of

the Class B membership, the Members representing at least seventy-five percent (75%) of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee other than the Developer's Mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed. The right/obligation of the Association/Developer to reconstruct is subject to the Developer's Mortgagee's right to require the insurance proceeds to be applied to Developer's Mortgage if the underlying indebtedness secured thereby is in default.

B. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Property shall be restored to their natural state and maintained by the Association in a neat and attractive condition, consistent with the Community-Wide Standard.

C. Any damage or destruction to buildings or structures located on a Lot shall be promptly repaired or reconstructed to such condition as existed prior to the damage or destruction. Any repairs or reconstruction shall be the sole responsibility of the Association unless determined otherwise by the Board of Directors.

Section 4. Repair and Reconstruction. If the damage or destruction to the Common Area or buildings or structures located on the Lots for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall have the right, without the necessity of a vote of the Members, to levy a Special Assessment against all Owners on the same basis as and with the benefit of all provisions provided for General Assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 5. Insurance for Interior Building Components and Contents. Each Owner of a Lot shall separately insure the interior building components and contents contained within any building or structure located on such Owner's Lot against fire and other casualty, and shall maintain a policy of public liability insurance in such amounts as shall be determined by the Association in its reasonable discretion, and shall provide the Association with proof of such insurance. **Each Owner of a Lot is encouraged to review the "walls out" ("drywall out") insurance coverage being maintained by the Association and ensure that any betterments and improvements, including any upgraded features, including alterations, built-in electrical fixtures, built-in appliances, countertops, cabinets and hardwood flooring, within that Owner's Unit are covered by that Owner's separate insurance policy.**

## ARTICLE VII NO PARTITION

Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in

the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Association from acquiring and disposing of tangible personal property nor from acquiring title to real property that may or may not be subject to this Declaration.

## **ARTICLE VIII** **CONDEMNATION**

Whenever all or any part of the Common Area shall be taken by any authority having the power of condemnation or eminent domain (or conveyed in lieu of and under threat of condemnation by the Board of Directors acting on the written direction of Members representing at least a majority of the total Association vote and the Developer, as long as the Developer owns or has an option to purchase any portion of the Property), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

Section 1. Partial Taking. If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking, the Developer, so long as the Developer owns or has an option to purchase any portion of the Property, and Members, representing at least a Majority of the total vote of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors. If such improvements are to be repaired or restored, the above provisions of Article VI hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply.

Section 2. Net Funds. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine. Notwithstanding, should the indebtedness secured by the Developer's Mortgage on the Property be in default, the Developer's Mortgagee may elect to have the net funds applied on that loan balance.

## **ARTICLE IX** **ANNEXATION OF ADDITIONAL PROPERTY**

Section 1. Annexation With Approval of Membership. Subject to the consent of the owner thereof, additional real property may be annexed to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require only the consent of the Class B Member, so long as the Class B membership exists, and upon termination of the Class B membership the affirmative vote of Members representing a majority of the Class A votes of the Association (other than those held by Developer) present at a meeting duly called for such purpose. Annexation shall be accomplished by filing of record in the Fayette County Clerk's office, a Subsequent Amendment with respect to the properties being annexed. Any such Subsequent Amendment shall be signed by the a) Class B member so long as the Class B membership exists, or b) the president and secretary of the Association upon termination of the Class B membership,

and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 1 and to ascertain the presence of a quorum at such meeting.

Section 2. Amendment. This Article IX shall not be amended without the prior written consent of Developer so long as the Developer owns or has an option to purchase any portion of the Property.

## **ARTICLE X** **USE RESTRICTIONS**

Section 1. Primary Use Restrictions. No Lot shall be used except for single family residential purposes. No structure shall be erected or placed or altered or permitted to remain on any Lot except one single family townhome dwelling designed for occupancy by one family (including any domestic servants living on the premises), not to exceed two stories in height (together with any basement level) and containing an attached garage for the sole use of the Owner and occupants of the Unit. No trade or business of any kind shall be conducted on any Lot without the prior written consent of the Developer or the Association, except a home-based business with one employee, who is the Lot Owner, provided such business does not require the use of the Lot or Common Area for deliveries, parking, meetings or for any other purposes. Except as permitted in Section 20 of this Article X below, the renting/leasing of a Unit shall constitute the conducting of a trade or business on the Lot in violation of this Section.

Section 2. Appurtenances, Improvements and other Permanent Structures. No outbuilding or storage facilities of any kind, including, but not limited to, portable storage containers (including PODS) or other similar items, shall be placed on any portion of a Lot or Common Area at any time, and no appurtenance, improvement or other permanent structure shall be constructed or placed on any Lot without the prior approval of the Developer. Such permanent structures include, but are not limited to, hot tubs, fences, awnings, pergolas, playhouses, ramps, flagpoles and/or basketball goals. No exterior alterations of any existing building may be permitted without the prior approval of the Developer or the Association after the Class B membership terminates. No additions are permitted. No additional windows, platforms, etc., which may invade the privacy of adjacent dwellings are permitted. The following requirements are applicable to such appurtenances, improvements and other permanent structures:

A. Enclosed Porch/Patio. No porch or patio shall be enclosed or converted into a sunroom without the prior approval of the Developer or the Association.

B. Basketball Goals. No basketball goal shall be erected without the approval of the Developer or the Association in writing and no basketball goal shall be attached to the front of the Townhome Unit on any Lot. No basketball goal shall be erected in Common Areas, and no portable basketball goals shall be located or used on a Lot or on or adjacent to streets or cul-de-sacs.

C. Fences. No above ground fences will be permitted without prior approval by Developer or the Association in writing. Above ground fences shall be made of vinyl material.

No other type of above ground fence material will be approved. Underground "invisible" fencing will be permitted with prior Developer or Association approval only. The Lot owner shall repair, maintain and replace any damaged or deteriorating fence at that Lot owner's sole expense unless that damage is caused by an adjoining Lot owner or the Association's representatives, agents or vendors, in which case, the repair or replacement of the damaged fence shall be at the expense of such adjoining Lot owner or the Association causing such damage.

D. Air Conditioning and Utility Areas. Air conditioners, utility equipment and utility meters shall be completely screened from public view in a manner and at a location approved in writing by the Developer or the Association. The plans for such screening shall contemplate landscaping and/or permanent fences of solid materials and will be located as far from property lines as reasonably possible. No window air conditioners will be permitted.

E. Mailboxes. All mailboxes shall (A) be of uniform architectural design as determined by the Developer or the Association, (B) maintained in keeping with the Community Wide Standard, and (C) maintained, repaired and replaced by the Lot Owner when in need of replacement, as determined by the Developer or the Association. No separate paper holders are permitted without the approval of Developer or the Association.

F. Satellite Dishes. No satellite dishes larger than eighteen inches (18") may be erected or placed on any Lot. Installation and placement of such dishes shall not take place without the prior written approval of the Developer or the Association. No such dishes installed by any Lot Owner shall be visible when the Townhome Unit is viewed from the street.

G. Clotheslines. No outside clothesline shall be erected or placed on any Lot, and no clothing, laundry, rugs, towels or wash shall be hung from or spread across any Townhome Unit or Lot.

H. Signs. No signs of any kind shall be displayed on any Lot, with the exception of professionally lettered For Sale signs (which shall not be greater in size than nine (9) square feet), and signs deemed acceptable or necessary by Developer, including signs of Developer located on the Common Areas or Lots advertising the sale of Lots by Developer. Developer or the Association, at their discretion, may install entry signs, traffic control signs or other signs necessary for the identification and benefit of The Townhomes at Remington Place subdivision, subject to applicable zoning and building regulations. No window signs, displays or advertising shall be maintained or permitted in any Townhome Unit. The Developer and/or the Association may include reasonable rules and regulations regarding the placement, size, and manner of display of political yard signs, as provided in KRS 381.800.

I. Temporary Structures. No temporary structure shall be permitted on any Lot with the exception of temporary tool sheds and/or field offices used by individual builders during the course of renovation, repair, refurbishment or construction on such Lot, or by the Developer. Any such sheds or offices shall be removed upon substantial completion of renovation, repair, refurbishment or construction on the Lot in question. No such sheds and/or field offices of any kind shall be permitted on vacant Lots once renovation, repair, refurbishment or construction has been completed on seventy-five percent (75%) of the Property. No Portable on Demand Storage (PODS) or similar mobile storage containers shall be permitted on any Lot longer than a

consecutive seven (7) day period and only in connection with the Lot residents' move-in or move-out.

J. Lighting and Security Cameras. No exterior lighting, including landscaping, recreational and/or security lighting, shall be installed or maintained on any Lot which is found to be objectionable by the Developer or the Association, in its sole discretion. Should the Developer or the Association make such a determination, the Owner of the Lot on which such lighting is located will immediately remove said lighting upon notice being provided by the Developer, or have such lighting shielded to the satisfaction of the Developer or the Association. Temporary exterior building lights and decorations are permitted subject, however, to rules and regulations adopted by Developer or the Association. At no time are security cameras to be pointed directly at adjacent Townhome Units or Lots.

K. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of a Lot. Exterior sculpture, man-made lawn ornaments, foundations, flags and similar items must be approved in writing by the Developer or the Association.

L. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment, including windmills/turbines, shall be constructed or installed upon any Lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Developer or the Association. This Section shall not prohibit solar exterior lighting on any Lot that is otherwise permissible.

M. Window Treatments. No interior or exterior window coverings or window treatments are allowed on any Unit except those that shall from the exterior of the Townhome Unit appear to be white or "off white" in color, and in a color and style provided or approved only by Developer or the Association, and further, all complimentary drapes, curtains, shades, and other similar window coverings a Townhome Unit owner or occupant may install within a Townhome Unit visible from the outside of the Townhome Unit shall be backed on the exterior side with a white liner.

N. Swimming Pools. No swimming pools (either above or in-ground) are permitted on any Lot.

O. Driveways and Sidewalks. All driveway areas, sidewalks and steps must be concrete. Driveways, sidewalks and steps shall be completely installed prior to or upon completion of renovation, repair, refurbishment or construction of a single family dwelling unit on such Lot.

P. Tanks. No above-ground or in-ground tanks of any type shall be permitted to remain on any Lot.

Q. Play equipment. No play equipment or trampolines shall be permitted to remain on any Lot.

R. Flagpoles and Flags. No flagpoles shall be erected or flags flown upon any Lot without the prior written consent of Developer or the Association.

S. Gardens. Gardens shall not be permitted on any Lot.

T. Patios. The patio areas shall be kept in a clean, neat and orderly condition at all times and shall not be used for the overnight storage of garbage, bicycles, or other toys.

Section 3. Landscaping During Renovation, Repair, Refurbishment or Construction. During renovation, repair, refurbishment or construction, Owners shall comply with the following:

A. Stockpiling of any building materials shall not be allowed within drip line of trees. Cutting, filing or any ground disturbance shall not be allowed within the drip line of existing trees.

B. All debris, including, but not limited to, trees, branches, trimmings, clippings, rocks and roots, resulting from the clearing of a Lot shall be promptly removed from the Property. If such debris is not promptly removed, the Developer shall have the right to enter the Lot for the purpose of removing such debris at the expense of the Owner of the Lot.

C. No construction material or equipment or debris shall be placed on any Lot, other than the Lot on which a structure is being built, whether said Lot is vacant, in any state of construction or completed, whether or not adjoining the construction site without the consent of the Developer.

D. Runoff and erosion shall be controlled by the Owner at Owner's sole expense.

Section 4. Permanent Landscaping Plans. All permanent landscaping plans must be approved in writing by the Developer or the Association prior to planting. The landscaping plan submitted to the Developer or the Association for approval shall include the following requirements:

A. Landscaping shall be completed within thirty (30) days of occupancy of the residence unless otherwise approved by Developer.

B. No existing living tree shall be cut or removed without prior written approval from the Developer or the Association.

C. Cleared areas should be landscaped with trees, shrubs and lawns designed to complement the architectural character of the residence in form, location and scale. Use of plant material of advanced maturity and of the highest quality should be used to give the Property a finished and established feeling.

D. No hedge shall be planted on any Lot unless its placement and planting are approved in writing by the Developer or the Association.

E. As applicable, all front, side and rear yards must be completely sodded upon completion of construction. Seeding in lieu of sodding is strictly prohibited.

Section 5. Utilities. Any and all utility lines or wires for communications or for transmission of electrical current outside of any residence or building will be constructed, placed

and maintained underground. All other utility conduits shall similarly be constructed, placed and maintained underground.

Section 6. Drainage. Drainage of each Lot shall be in conformity with the general drainage plan of the Property; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all Lot connections shall be made with water-tight joints in accordance with plumbing code requirements.

Section 7. Vehicles. No trailer, truck larger than a one-half ton pickup truck, commercial vehicle, recreational vehicle, camper trailer, camping vehicle, motor/mobile home, bus, van (except to load or unload), jet skis or boat shall be parked or kept on any Lot, driveway or other Common Area at any time unless said vehicle is housed in a garage; no inoperable automobile shall be parked on any Lot, driveway, other Common Area or street, unless housed in a garage; parking in the parking spaces on the Common Area and streets shall be by permit only, as issued by the Association. Any and all routine automobile maintenance shall be conducted only within a garage. No such routine maintenance shall be permitted on residential streets or on driveways. Vehicles parked in violation of any such regulations may be towed away at the Lot Owner's sole risk and expense. No motorized off-road vehicles, including, but not limited to, trail bikes, mini-bikes, go-carts, three-wheelers, gators, ATV's, scooters, mopeds, and snowmobiles, shall be used on the street or common open spaces. Notwithstanding, vehicles reasonably necessary during renovation, repair, refurbishment or construction or alterations of any buildings or improvements upon the Lot are permitted.

Section 8. Disposal Of Trash. No Lot shall be used as a dumping ground for rubbish, trash or garbage, and any and all such waste shall be kept in suitable sanitary containers. No vacant Lot shall accrue trash, rubbish or debris at any time. Grass and/or shrubbery clippings, dead shrubs, leaves or any other debris shall be disposed of in appropriate waste receptacles. Dumping of said materials on any other Lot is strictly prohibited. Developer and the Association reserve the right to remove any trash from Lots at the expense of the Owner of the Lot and/or at the expense of the individual who violates this section.

All garbage and trash must be placed in the proper receptacles as designated for refuse collection and no garbage or trash shall be placed elsewhere. All receptacles shall be stored so as not to be visible from adjacent properties except that, on collection day, such receptacles shall be rolled out to the street for collection and shall not remain outside for more than 24 hours. Should the Lot Owner fail to comply therewith, Developer or the Association may take such action on behalf, and at the expense of, such Lot Owner.

Section 9. Firewood Stockpiling. Any and all firewood stockpiles shall be placed so as not to detract from the aesthetic appearance of the Lot when viewed from any vantage point. If a firewood stockpile is to be covered, that covering shall be of a heavy non-plastic material and shall be black in color and securely tied down to prevent disturbance by wind.

Section 10. Animals. No pets, other than up to three (3) traditional domestic animals in the geographic area (*i.e.*, dogs, cats, birds) shall be housed or kept on any Lot; provided, however, no more than a total of two (2) dogs shall be housed or kept on any Lot. No poultry, fowl, roosters, swine or pigs, ferrets, skunks, spiders, snakes or reptiles shall be allowed on any Lot. No pets,

including traditional domestic animals, shall be kept for any commercial or breeding purposes. Pets shall always be under the control of the Owner and either carried or leashed in all areas outside of the pet owner's Townhome Unit and adhere to the ordinances set forth by the Lexington-Fayette Urban County Government. No pets shall be allowed in any landscaped Common Areas. An animal otherwise permitted may be removed by Developer or the Association if it becomes a nuisance, threat or disturbance (including abnormal or unreasonable crying, barking or scratching, or if the pet owner fails to see that all excretions are properly disposed of) to the other Lot Owners, at the cost of the animal's owner(s). Any damage to the Townhome Unit, recreational facilities, or Common Area caused by any such animal shall be repaired at the expense of the Lot Owner promptly upon request from the Developer, Association or any management agent. Owners of pets must promptly clean up their pet's droppings.

Section 11. Subdivision/One Building Per Lot. No additional subdivision of any Lot shall be made. No more than one (1) building shall be built on any Lot, with the exception of pergolas or similar structures, any of which must have been approved by the Developer or the Association prior to construction. Any such structures which are constructed without prior Developer or Association approval shall be subject to immediate removal upon demand of the Developer or the Association, at its sole discretion.

Section 12. Maintenance Of Lawn Areas. As set forth above in Article IV, Section 1, the Association shall be responsible for the maintenance of all Common Area lawns and all lawn areas on individual Lots so that a neat, uniform appearance may be maintained on the Property. Such maintenance shall include the mowing and trimming of such lawn areas and maintenance of any decorative shrubbery, trees or flowers on individual Lots; provided, however, the Association shall not be responsible to maintain any of the lawn area or trees on individual Lots that lie within the respective fenced yard on any Lot, the maintenance of which shall be the responsibility of the Lot Owner. The Association shall be responsible for any damage to fences on Lots from falling trees on the Common Area or Lots (other than those located within fenced yards on the Lots). The Association shall not be liable for any damage or injury arising from such maintenance which is caused by the negligence of the individual Lot Owner as a result of the presence on or in the lawn of debris or materials not permitted under this Declaration. Any damage to the Lot Owner's property or injury to any person resulting from such negligence shall be the sole responsibility of the individual Lot Owner. The Association shall not be obligated to maintain Lots on which Townhome Units are being renovated, repaired, refurbished or constructed, or vacant Lots.

Section 13. Owner's Upkeep Obligation. Each Owner of a Lot is obligated to maintain the Lot in accordance with all of the provisions of this Declaration. In accordance with other provisions contained herein, the Lot must be free of any kind of debris and sufficiently level to permit the Lot to be safely mowed with such mowers as are operated by the Association or its employees or agents, in its sole discretion.

Section 14. Zone Changes. No zone changes for this Property shall be applied for without the prior approval of Developer or the Association.

Section 15. Parking. All Lot Owners shall observe and abide by all parking and traffic regulations contained in these restrictions and any rules and regulations adopted by the Association or by governmental authorities, including parking only in spaces designated therefor in the

Property. Vehicles parked in violation of any such restrictions, rules and regulations may be towed away at the Lot Owner's sole risk and expense. Each Lot Owner may be required to complete and submit to the Association or security personnel the registration form required for receiving a vehicular sticker/insignia, identifying the Lot Owner, family member or occupant of the Lot as a person who owns or occupies a Lot within The Townhomes at Remington Place, and any access card/code/device for access into The Townhomes at Remington Place. Further, the Lot Owner may be required to put the sticker/insignia on the windshield or rear window of his or her motor vehicle. The Board of Directors shall determine the design and format for the sticker/insignia and access card/device. Failure to use the sticker/insignia and access card/device shall cause such Lot Owner to be denied access to The Townhomes at Remington Place and subject the Lot Owner to such fines as shall be established from time to time by the Board of Directors. Fines may be levied by the Board of Directors upon affidavit of an agent, identifying the Lot Owner or occupant as a person who has failed to use the sticker/insignia and/or access card/device.

Parking in a manner which blocks sidewalks, walkways, streets or driveways is not permitted.

All vehicles owned or operated by a Lot Owner, or any member of such Lot Owner's family or occupant shall be parked in the garage on the Lot or in parking spaces designated for their use by the Developer or Association, and abide by the provisions hereof. Visitors and guests of Lot Owners shall only park in spaces designated by the Developer or the Association for their use and abide by the provisions hereof. All noncompliant vehicles, including Lot Owner's vehicles, shall be subject to towing or removal at the expense and sole risk of the Owner of said vehicle. The Association or Developer shall have no responsibility for damage to any vehicles so removed.

Section 16. Conduct. No improper, unlawful, noxious, or offensive activity shall be conducted on any Lot or on the Common Areas, nor shall anything be done therein which may be or become unreasonably annoying or a nuisance to the other Lot Owners. No Lot Owner shall make or permit any unreasonably loud or disturbing noises on any Lot or do or permit anything to be done which will unreasonably interfere with the rights, comforts or convenience of other Lot Owners. All Lot Owners shall keep the volume of any radio, television, musical instrument, or other sound-producing device on their Lots sufficiently reduced at all times so as not to disturb other Lot Owners.

Section 17. Firearms/Weapons. No discharge of firearms or other weapons on any Lot or on the Common Areas is permitted. The term "firearms" includes "B-B" guns, paint guns, pellet guns, and other firearms of all types, regardless of size. The term "weapon" shall include bows, crossbows and/or projectile weapons.

Section 18. Solicitors/Garage/Yard Sales. Solicitors are not permitted. Any Lot Owner who is contacted by a solicitor on the Property is requested to notify the managing agent or the Association. No garage, yard, rummage or similar sale shall be held on any Lot or the Common Areas, unless approved in advance by Developer or the Association.

Section 19. Skateboard Ramps. No skateboard ramps shall be placed on any Lot or Common Area.

Section 20. Leasing. Except as provided herein, rental or leasing of a Townhome Unit for any transient hotel, homestay, bed-and-breakfast or similar use, including “short-term” rentals of Townhome Units, such as through Airbnb or Home Away/VRBO or similar online marketplace and hospitality services enabling persons to lease or rent “short-term” lodging shall not be permitted unless (i) the maximum occupancy shall not exceed two (2) persons per bedroom; (ii) all Townhome Unit Owners/renters and rentals must comply with all federal, state and local laws, rules and ordinances, including the Lexington Fayette Urban County Government Ordinances, concerning “short-term” rentals, including registration with the Lexington Fayette Urban County Government and provide the Developer or the Association with a copy of their Lexington Fayette Urban County Government “short-term” rental registration/permit; (iii) all renters must strictly comply with all restrictions, rules, regulations, and policies of the Association, specifically including, without limitation, those concerning noise, nuisance and parking; and (iv) the Owner shall be liable for any violation or infraction. The Association shall have the authority to enforce this restriction through any reasonable means as to the Owner and/or “short-term” renter, including, without limitation, monetary fines in an amount not less than the greater of (a) all rents, fees, charges, and other revenues received for the “short-term” rental, or (b) Five Hundred Dollars (\$500.00) and/or loss of privilege to rent a Townhome Unit on a “short-term” basis.

Notwithstanding, renting or leasing to a member of the Owner’s immediate family members, including children, grandchildren, siblings or parents, shall not be prohibited and shall not be considered a rental/lease for purposes of this Section 20; however, all such rentals/leases with immediate family members and such family members must strictly comply with all restrictions, rules, regulations and policies of the Association and governmental authorities, if applicable.

Upon request of the Association Board of Directors, the Lot Owner allowing “short-term” rentals of Townhome Units, such as through Airbnb or Home Away/VRBO or similar online marketplace and hospitality services enabling persons to lease or rent “short-term” lodging shall provide the dates and identity of the lessees and their contact information to the Board of Directors on a “need to know” basis, as determined by the Board of Directors.

Notwithstanding, Developer and/or the Association will be permitted to set a limit on the total of the Townhome Units that will be permitted to be leased or rented for “short-term” lodging. Initially, the limit on the total number of Townhome Units that will be permitted to be leased or rented for “short-term” lodging shall be ten (10%) percent of the total Townhome Units. Determination of which of the Townhome Units that will be permitted to be leased or rented for “short-term” lodging shall be determined by the Developer and/or the Association on a first come first served basis. After such initial permitted number of the Townhome Units are leased or rented for “short-term” lodging, a list shall be maintained by the Developer and/or the Association of other Townhome Unit owners desiring to be permitted to lease or rent their single Townhome Unit for “short-term” lodging. In the event that the number of Townhome Units being leased or rented for “short-term” lodging shall fall below such limit established by the Developer and/or the Association, the Developer and/or the Association shall refer to the waiting list and contact the Townhome Unit Owners in the order in which their names appear on the waiting list. The opportunity to rent a Townhome Unit will be based upon who appears first on the list and their readiness to rent their Townhome Unit at that time. If the owner next in line on the list is not ready or does not wish to rent, the opportunity will be passed to the next in line on the list.

The Developer and/or the Association may establish policies to observe and specific limits on the number of people that are allowed to stay on a particular Townhome Unit during their “short-term” rental. In addition, Developer and/or the Association may adopt a process for revoking “short-term” rental permits for “troubled properties”, including those Townhome Units that have been rented/used as “party houses” by their Owners. In the event of violations of those limits or policies, including use of Townhome Units as “party houses”, the Developer and/or the Association process may result in the offending Townhome Unit Owner being fined and that Owner's Townhome Unit being removed from the list of permitted properties for use as “short term” rentals. After such removal, the offending Owner's Townhome Unit will not be permitted to “short-term” lease/rent that Townhome Unit. In such event, the Developer and/or the Association shall refer to the waiting list and contact the Townhome Unit Owners in the order in which their names appear on the waiting list. The opportunity to rent a Townhome Unit will be based upon who appears first on the list and their readiness to rent their Townhome Unit at that time. If the owner next in line on the list is not ready or does not wish to rent, the opportunity will be passed to the next in line on the list.

## **ARTICLE XI** **GENERAL PROVISIONS**

Section 1. Enforcement. Enforcement of these covenants and restrictions shall be by proceeding at law or in equity, brought by any Owner of any Lots subject to this Declaration, by the Developer, or by the Association against any party attempting to violate any covenant or restriction, either to restrain violations, to direct restoration and/or to recover damages. Failure of any Owner, the Developer or the Association to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions. These covenants and restrictions and any rules and regulations of the Association shall be binding upon the Owner of any Lot and such Owner’s family, residents, tenants, servants, employees, agents, visitors, guests, invitees, licenses and other persons lawfully in possession and control of any part of the ownership interest in any Lot.

Section 2. Severability. Invalidation of any one of these covenants by judgment or court shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 3. Restrictions Run with Land. Unless canceled, altered or amended under the provisions of this section, these covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date this document is recorded, after which time they shall be automatically extended for successive periods of one (1) year unless an instrument signed by the Class B Member, so long as the Class B membership exists, and upon termination of the Class B membership, the Owners of 67% of the Lots subject to the Declaration has been recorded, agreeing to change said covenants and restrictions in whole or in part. These covenants and restrictions may be canceled, altered or amended at any time by written instrument signed by the Class B Member, so long as the Class B membership exists, and upon termination of the Class B membership, the Owners of 67% of the Lots subject to the Declaration and recorded in the Fayette County Clerk’s Office. No amendment may (a) remove, revoke or modify any right or privilege of Developer or (b) remove, revoke or

modify the annual maintenance fee provided for herein without the written consent of the Developer so long as Developer owns any portion of the Property.

Section 4. Amendment. Notwithstanding the foregoing, the Developer may unilaterally amend this Declaration so long as it still owns any portion of the Property; thereafter, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Class A members representing 67% of the total votes of the Association, including 67% of the votes held by members other than the Developer. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the public records of Fayette County, Kentucky.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority to so consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer or the assignee of such right or privilege.

This Declaration shall not be amended without the written consent of Developer's Mortgagee so long as there remains a Developer's Mortgage against the Property securing an unpaid loan of Developer in favor of that Developer's Mortgagee.

Section 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between such Lot and such portion or portions of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements (including party walls and roof lines) constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than one (1) foot, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant or the Association.

Section 6. Easements for Utilities, Etc. There is hereby reserved unto Developer and its designees, so long as any of the foregoing own any portion of the Property, and to the Association and its designees, (which may include, without limitation, the Lexington-Fayette Urban County Government, Kentucky, and any utility) blanket easements upon, across, over and under all of the Common Area and, to the extent shown on any Plat, over the Lots for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security and similar systems, sprinkler systems, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Common Area, except as may be approved by the Association's Board of Directors or as provided by Developer. Should

any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Developer or the Board of Directors shall have the right to grant such easement on said Common Areas without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Common Areas.

Section 7. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Lot (and the Townhome Unit thereon) for emergency, security or safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in any emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot (and the Townhome Unit thereon) to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board. Any damage to the common areas, Lots, or residential dwellings due to the granted access is the responsibility of the Association or its agent (as applicable) and the Association is liable for the prompt repair of the damage, as provided in KRS 381.789.

Wherever in this Declaration a Lot Owner has an affirmative obligation to take some action or is restricted from taking some action or is restricted from taking some action without approval of Developer or the Association, and the Lot Owner violates any of those requirements, Developer or the Association may notify the Lot Owner of his/her/its violation. If the Lot Owner has not complied with Developer's notification to correct the violation within thirty (30) days, Developer or the Association shall have the right to re-enter the Lot and correct the violation, and the cost of correcting such violation, including reasonable attorneys' fees, shall be paid by the Lot Owner to Developer or the Association immediately upon demand. To secure the payment of that obligation by the Lot Owner, Developer or the Association shall have a lien on such Owner's Lot, which shall be equal in priority to the lien provided for in Article V, Section 4 above, and recordable in the Fayette County Clerk's office. That lien shall be enforceable against the Lot by foreclosure or otherwise.

The Developer's Mortgagee shall have the right, but not the obligation, to enter any portion of the Property covered by that Developer's Mortgagee's Mortgage at the time of such entry during reasonable hours and after notice to the Developer. Any damage to the common areas, Lots, or residential dwellings due to the granted access is the responsibility of the Developer's Mortgagee or its agent (as applicable) and the Developer's Mortgagee is liable for the prompt repair of the damage.

Section 8. Amendments to Articles and By-Laws. Nothing in this Declaration shall limit the right of the Association to amend from time to time its Articles and By-Laws; provided, however, the By-Laws shall only be amended as provided in those By-Laws and KRS 381.791 shall not be applicable.

Section 9. Indemnification; Liability of Directors.

A. Each person who is or was a member, director, trustee, committee member, or officer of the Association, whether elected or appointed, and each person who is or was serving at the request of the Association as a member, director, trustee, committee member, or officer of another entity, whether elected or appointed, including the heirs, executors, administrators, or estate of any such person, shall be indemnified by the Association to the full amount against any liability, and the reasonable cost or expense (including attorney fees, monetary or other judgments, fines, excise taxes, or penalties and amounts paid or to be paid in settlement) incurred by such person in such person's capacity as a member, director, trustee, officer, committee member, or employee or arising out of such person's status as a member, director, trustee, officer, committee member, or employee; provided, however, no such person shall be indemnified against any such liability, cost, or expense incurred in connection with any action, suit, or proceeding in which such person shall have been adjudged liable on the basis that personal benefit was improperly received by such person, or if such indemnification would be prohibited by law. Such right of indemnification shall be a contract right and shall include the right to be paid by the Association the reasonable expenses incurred in defending any threatened or pending action, suit, or proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) in advance of its final disposition; provided, however, that such advance payment of expenses shall be made only after delivery to the Association of an undertaking by or on behalf of such person to repay all amounts so advanced if it shall be determined that such person is not entitled to such indemnification. This right of indemnification shall also provide that the officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. Furthermore, the officers and directors shall have no personal liability with respect to any contract or other commitment made by them in good faith on behalf of the Association, and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any repeal or modification of this Section shall not affect any rights or obligations then existing. If any indemnification payment required by of this Section is not paid by the Association within ninety (90) days after a written claim has been received by the Association, the member, director, trustee, officer, committee member, or employee may at any time thereafter bring suit against the Association to recover the unpaid amount and, if successful in whole or in part, such person shall be entitled to be paid also the expense of prosecuting such claim. The Association shall maintain insurance, as a common expense, to protect itself and any such person against any such liability, cost, or expense, whether or not the Association would have the power to indemnify such person against such liability, cost, or expense under the Kentucky Nonprofit Corporation Act or under this Section, if such insurance is reasonably available. The indemnification provided by this Section shall not be deemed exclusive of any other rights which those seeking indemnification may have or hereafter acquire under any bylaw, agreement, statute, vote of members or board of directors, or otherwise. If this Section or any portion thereof shall be invalidated on any ground by any court of competent jurisdiction, then the Association shall nevertheless indemnify each such person to the full extent permitted by any applicable portion of this Section that shall not have been invalidated or by any other applicable law.

B. The liability of each and all of the directors of this Association shall be and is hereby limited to the greatest extent permitted by law and no director of the Association shall be liable to the Association for monetary damages for breach of such director's duties as a director, except for the following (which exceptions shall be construed as narrowly as legally permissible):

- (1) For any transaction in which the director's personal financial interest is in conflict with the financial interests of the Association;
- (2) For acts or omissions not in good faith or which involve intentional misconduct or are known to the director to be a violation of law; or

In addition to the limitation on a director's liability stated in this Section, no action taken as a director and no failure to take action as a director shall be the basis for monetary damages or injunctive relief unless:

- (3) The director has breached or failed to perform the duties of the director's office in compliance with the general standards for directors as set forth in KRS 273.215; and
- (4) In the case of an action for monetary damages, the breach or failure to perform constitutes willful misconduct or wanton or reckless disregard for human rights, safety or property.

If the Kentucky Nonprofit Corporation Act is amended after approval of this Section to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be deemed to be eliminated or limited by this provision to the fullest extent then permitted by the Kentucky Nonprofit Corporation Act, as so amended. Any repeal or modification of this Section shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

Section 10. Board's Determination Binding. In the event of any dispute or disagreement between any Owners relating to the Property or any questions of interpretation or application of the provisions of this Declaration or the By-Laws, the determination thereof by the Board of Directors of the Association shall be final and binding on each and all of such Owners.

Section 11. Governing Law. The substantive laws of the Commonwealth of Kentucky (without regard to provisions governing conflicts of laws) shall govern the construction of this Declaration and the rights and remedies of the Owners hereunder.

Section 12. Waiver of Jury Trial. All Owners voluntarily and intentionally waive any right that they may have to a trial by jury in respect of any litigation arising from or connected with this Declaration, or any agreement made or contemplated to be made in connection with this Declaration, or any course of dealing, course of conduct, statement or actions of any party in connection with this Declaration.

Section 13. Notice of Violation. In the event of an asserted violation of this Declaration, Developer or the Association shall be permitted to file a notice thereof with the Fayette County Clerk's office. After such asserted violation is remedied to Developer's or the Association's (as applicable) satisfaction or as ordered by the Court of competent jurisdiction, a release of such notice shall be filed by Developer or the Association (as applicable) with the Fayette County Clerk's office.

Section 14. Mediation. Before any Lot Owner may institute legal proceedings against the Association relating to a dispute arising from the operation and administration of the Association, the involved Lot Owner(s) and the Association shall engage in mediation in Fayette County, Kentucky, in an effort to resolve the dispute.

In addition, before any Lot Owner may institute legal proceedings against another Lot Owner to enforce any covenant, restriction or other provision of the Declaration, such Lot Owner shall refer the dispute to the Association for its consideration and availing itself of the remedies available to it hereunder. In the event the Association determines not to take action on such dispute, then before any such Lot Owner may institute legal proceedings against the other involved Lot Owner relating thereto, the involved Lot Owners and the Association shall engage in mediation in Fayette County, Kentucky, in an effort to resolve the dispute.

Section 15. Lender Consent. Each lender holding a Mortgage on the Property, by execution of the "Consent of Mortgagee to Declaration" attached hereto collectively as Exhibit "B" ("Consenting Lender"), agrees to the subjection of the Property to this Declaration and the covenants, conditions, and restrictions thereof in the manner provided herein and to the recording hereof in the Fayette County Clerk's office, and further subjects and subordinates its Mortgage(s) and Security Documents (as defined therein) thereto as provided in such Consent of Mortgagee to the Declaration. Notwithstanding, this consent shall not otherwise affect the Consenting Lender's Mortgage lien priority over all other liens against the Property, nor is it a waiver of the priority or validity of the Security Documents (as defined in the attached Consent of Mortgagee to Declaration), including the Mortgage, as it relates to any other agreement, encumbrance, lien, reservation, restriction or condition affecting the Property.

## **ARTICLE XII** **DEVELOPER'S RIGHTS**

Any or all of the special rights ("Developer Rights") and obligations of the Developer may be transferred to another Person, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Developer and duly recorded in the public records of Fayette County, Kentucky, provided, however, if Developer ceases to exist as a legal entity without formally assigning its Developer Rights, those Developer Rights shall be deemed assigned to the Association.

Notwithstanding any provisions contained in this Declaration, the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, and any amendments thereto, so long as renovation, repair, refurbishment or construction and initial sale of Lots shall continue, it shall be expressly permissible for Developer and any builder or developer approved by Developer to maintain and carry on upon such portion of the Property as Developer may deem necessary, such facilities and activities as, in the sole opinion of Developer, may be reasonably required convenient or incidental to Developer's, and such builder's or developer's development, renovation, repair, refurbishment or construction, and sales activities related to the Property and any builder or developer approved by Developer. Developer and any such builder or developer shall have an easement for access to such facilities.

This reserved easement shall constitute a burden on the title to the Property and specifically includes, but is not limited to: (a) the right of access, ingress and egress for vehicular and pedestrian traffic over, under, in or on the Property; (b) the right to tie into any portion of the Property with driveways, parking areas and walkways; (c) the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate, maintain and repair any device which provides utility or similar services including, without limitation, electrical, telephone, cable, natural gas, water, in-ground sprinklers, sewer and drainage lines and facilities constructed or installed in, on, under and/or over the Property; (d) the right to carry on sales and promotion activities on the Property; and (e) the right to construct and operate business offices, signs, construction trailers, model townhomes, and sales offices on the Property. The right to maintain and carry on such facilities and activities shall include specifically the right to use Lots owned by the Developer as model townhomes and sales offices, respectively. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected Property, reasonable steps shall be taken to protect such Property, and damage shall be repaired by the Person causing the damage at its sole expense.

No such rights, privileges, and easements granted or reserved herein shall be merged into the title of the Property, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released except by delivery of a quit-claim deed from Developer releasing such right, privilege, or easement by express reference thereto.

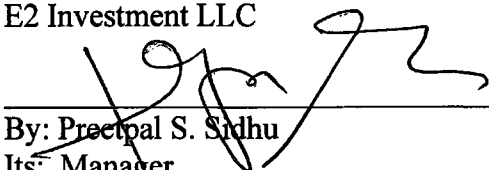
So long as Developer continues to have rights under this Article, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium, or similar instrument affecting any portion of the Property without review and written consent thereto by the Developer, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Developer.

This Article may not be amended without the express written consent of the Developer; provided, however, the rights contained in this Article shall terminate upon the earlier of (a) thirty (30) years from the date this Declaration is recorded, or (b) upon providing by Developer of a written statement that the Class B Membership has ceased, as provided in Article II, Section 2(B) above.

IN TESTIMONY WHEREOF, the undersigned has duly executed this Declaration of Covenants, Conditions, Easements and Restrictions, effective as of the date indicated above on Page 1.

3711 LOCHDALE TERRACE LLC,  
a Kentucky Limited Liability Company  
by its Managers

E2 Investment LLC

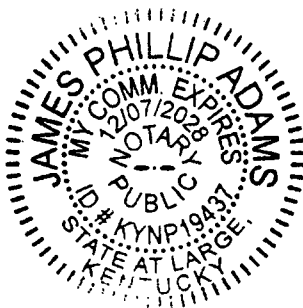
  
By: Preetpal S. Sidhu  
Its: Manager

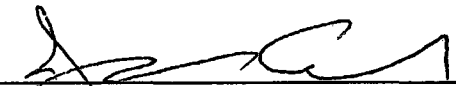
STATE OF KENTUCKY

COUNTY OF FAYETTE


The foregoing document was subscribed, sworn to and acknowledged before me on this 4<sup>TH</sup> day of DECEMBER, 2024, by Preetpal S. Sidhu, as Manager of E2 Investment LLC, as Manager of 3711 LOCHDALE TERRACE LLC, a Kentucky limited liability company, for and on their behalf.

My Commission expires: 12-7-2028



  
NOTARY PUBLIC  
Print Name: JAMES ADAMS  
Notary I.D. No. KYNP19437

3711 LOCHDALE TERRACE LLC,  
a Kentucky Limited Liability Company  
by its Managers:

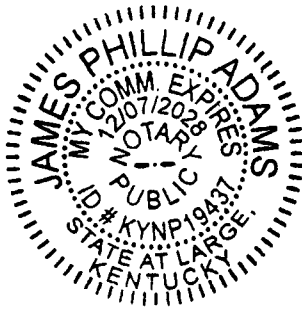
  
\_\_\_\_\_  
Jeremy Delk, as Manager


STATE OF KENTUCKY

COUNTY OF FAYETTE

The foregoing document was subscribed, sworn to and acknowledged before me on this 4<sup>th</sup> day of DECEMBER, 2024, by Jeremy Delk, as Manager of 3711 LOCHDALE TERRACE LLC, a Kentucky limited liability company, for and on its behalf.

My Commission expires: 12-7-2028



  
\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: JAMES ADAMS  
Notary I.D. No. KYNP19437

THIS INSTRUMENT PREPARED BY:



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Robert S. Ryan  
WYATT, TARRANT & COMBS, LLP  
250 West Main Street, Suite 1600  
Lexington, Kentucky 40507  
(859) 233-2012

**EXHIBIT "A"**

**(Description)**

Parcel 1:

Being all of Lots 133a, 133b, 133c, 133d, 133e, 133f, 133g, 133h, 133j, 133k, 133m, 133n, 135a, 135b, 135c, 135d, 135e, 135f, 135g, 135h, 135j, 135k, 135m and 135n as shown on the Amended Final Record Plat of The Glen @ Lochdale, Unit 2C, Lots 133 & 135, of record in Plat Cabinet L, Slide 973, in the Fayette County Clerk's Office; and being known and designated as 401 Newbury Way, Lexington, Kentucky; 403 Newbury Way, Lexington, Kentucky; 405 Newbury Way, Lexington, Kentucky; 407 Newbury Way, Lexington, Kentucky; 409 Newbury Way, Lexington, Kentucky; 411 Newbury Way, Lexington, Kentucky; 413 Newbury Way, Lexington, Kentucky; 415 Newbury Way, Lexington, Kentucky; 417 Newbury Way, Lexington, Kentucky; 419 Newbury Way, Lexington, Kentucky; 421 Newbury Way, Lexington, Kentucky; 423 Newbury Way, Lexington, Kentucky; 427 Newbury Way, Lexington, Kentucky; 429 Newbury Way, Lexington, Kentucky; 431 Newbury Way, Lexington, Kentucky; 433 Newbury Way, Lexington, Kentucky; 435 Newbury Way, Lexington, Kentucky; 437 Newbury Way, Lexington, Kentucky; 439 Newbury Way, Lexington, Kentucky; 441 Newbury Way, Lexington, Kentucky; 443 Newbury Way, Lexington, Kentucky; 445 Newbury Way, Lexington, Kentucky; 447 Newbury Way, Lexington, Kentucky; and 449 Newbury Way, Lexington, Kentucky.

AND

Being all of Lots 136a, 136b, 136c, 136d, 136e, 136f, 136g, 136h, 136i, 136j, 137a, 137b, 137c, 137d, 137e, 137f, 137g and 137h as shown on the Corrected Amended Record Plat of The Glen @ Lochdale, Unit 2C, Lots 136 & 137, of record in Plat Cabinet M, Slide 262, in the Fayette County Clerk's Office; and being known and designated as 461 Newbury Way, Lexington, Kentucky; 465 Newbury Way, Lexington, Kentucky; 469 Newbury Way, Lexington, Kentucky; 473 Newbury Way, Lexington, Kentucky; 477 Newbury Way, Lexington, Kentucky; 481 Newbury Way, Lexington, Kentucky; 485 Newbury Way, Lexington, Kentucky; 489 Newbury Way, Lexington, Kentucky; 493 Newbury Way, Lexington, Kentucky; 497 Newbury Way, Lexington, Kentucky; 460 Newbury Way, Lexington, Kentucky; 464 Newbury Way, Lexington, Kentucky; 468 Newbury Way, Lexington, Kentucky; 472 Newbury Way, Lexington, Kentucky; 484 Newbury Way, Lexington, Kentucky; 488 Newbury Way, Lexington, Kentucky; 492 Newbury Way, Lexington, Kentucky; and 496 Newbury Way, Lexington, Kentucky.

Parcel 2:

Being all of Lots 132a, 132b, 132c, 132d, 132e, 132f, 132g, 132h, 132i, 132j, 132k, 132l, 134a, 134b, 134c, 134d, 134e, 134f, 134g, 134h, 134i, 134j, 134k and 134l as shown on the Amended Final Record Plat of The Glen @ Lochdale, Unit 2F, Lots 132 & 134, of record in Plat Cabinet M, Slide 415, in the Fayette County Clerk's Office; and being known and designated as being all of Lots 132a, 132b, 132c, 132d, 132e, 132f, 132g, 132h, 132i, 132j, 132k, 132l, 134a, 134b, 134c,

134d, 134e, 134f, 134g, 134h, 134i, 134j, 134k and 134l as shown on the Amended Final Record Plat of The Glen @ Lochdale, Unit 2F, Lots 132 & 134, of record in Plat Cabinet M, Slide 415, in the Fayette County Clerk's Office; and being known and designated as 3685 Lochdale Terrace, Lexington, Kentucky, formerly known as 3785 Lochdale Terrace, Lexington, Kentucky; 3687 Lochdale Terrace, Lexington, Kentucky, formerly known as 3787 Lochdale Terrace, Lexington, Kentucky; 3689 Lochdale Terrace, Lexington, Kentucky, formerly known as 3789 Lochdale Terrace, Lexington, Kentucky; 3691 Lochdale Terrace, Lexington, Kentucky, formerly known as 3791 Lochdale Terrace, Lexington, Kentucky; 3693 Lochdale Terrace, Lexington, Kentucky; 3695 Lochdale Terrace, Lexington, Kentucky; 3697 Lochdale Terrace, Lexington, Kentucky; 3699 Lochdale Terrace, Lexington, Kentucky; 3701 Lochdale Terrace, Lexington, Kentucky; 3703 Lochdale Terrace, Lexington, Kentucky; 3705 Lochdale Terrace, Lexington, Kentucky; 3709 Lochdale Terrace, Lexington, Kentucky; 3711 Lochdale Terrace, Lexington, Kentucky; 3713 Lochdale Terrace, Lexington, Kentucky; 3715 Lochdale Terrace, Lexington, Kentucky; 3717 Lochdale Terrace, Lexington, Kentucky; 3721 Lochdale Terrace, Lexington, Kentucky; 3725 Lochdale Terrace, Lexington, Kentucky; 3727 Lochdale Terrace, Lexington, Kentucky; 3729 Lochdale Terrace, Lexington, Kentucky; 3731 Lochdale Terrace, Lexington, Kentucky; 3733 Lochdale Terrace, Lexington, Kentucky; 3735 Lochdale Terrace, Lexington, Kentucky; and 3737 Lochdale Terrace, Lexington, Kentucky. ; 3693 Lochdale Terrace, Lexington, Kentucky; 3695 Lochdale Terrace, Lexington, Kentucky; 3697 Lochdale Terrace, Lexington, Kentucky; 3699 Lochdale Terrace, Lexington, Kentucky; 3701 Lochdale Terrace, Lexington, Kentucky; 3703 Lochdale Terrace, Lexington, Kentucky; 3705 Lochdale Terrace, Lexington, Kentucky; 3709 Lochdale Terrace, Lexington, Kentucky; 3711 Lochdale Terrace, Lexington, Kentucky; 3713 Lochdale Terrace, Lexington, Kentucky; 3715 Lochdale Terrace, Lexington, Kentucky; 3717 Lochdale Terrace, Lexington, Kentucky; 3721 Lochdale Terrace, Lexington, Kentucky; 3725 Lochdale Terrace, Lexington, Kentucky; 3727 Lochdale Terrace, Lexington, Kentucky; 3729 Lochdale Terrace, Lexington, Kentucky; 3731 Lochdale Terrace, Lexington, Kentucky; 3733 Lochdale Terrace, Lexington, Kentucky; 3735 Lochdale Terrace, Lexington, Kentucky; and 3737 Lochdale Terrace, Lexington, Kentucky.

Being the same property conveyed to Developer by Deed dated October 9, 2024, of record in Deed Book 4098, Page 43, in the Fayette County Clerk's office.

**EXHIBIT "B"**

**(Lender Consent)**

**CONSENT OF MORTGAGEE TO DECLARATION**

The undersigned, Independence Bank of Kentucky, a Kentucky banking corporation ("Mortgagee"), is the mortgagee of the Property described in the foregoing Declaration of Covenants, Conditions and Restrictions ("Declaration") for The Townhomes at Remington Place subdivision, as shown on the Final Record Plat of The Glen @ Lochdale, Unit 2C, of record in Plat Cabinet L, Slide 591; the Final Record Plat of the Glen @ Lochdale, Unit 2F, of record in Plat Cabinet L, Slide 741; the Amended Final Record Plat of The Glen @ Lochdale, Unit 2C, Lots 133 and 135, of record in Plat Cabinet L, Slide 973; the Amended Final Record Plat of The Glen @ Lochdale, Unit 2C, Lots 136 & 137, of record in Plat Cabinet M, Slide 146; the Corrected Amended Record Plat of The Glen @ Lochdale, Unit 2C, Lots 136 & 137, of record in Plat Cabinet M, Slide 262; and the Amended Final Record Plat of The Glen @ Lochdale, Unit 2F, Lots 132 & 134, of record in Plat Cabinet M, Slide 415, all in the Fayette County Clerk's Office ("Property"), including, without limitation, the lots therein and improvements thereon, by virtue of that certain Mortgage, of record in Mortgage Book 10889, Page 360 (the "Mortgage"), together with the Assignments of Leases and Rents, of record in Deed Book 4098, Page 49 (the "Security Documents"), all in the Fayette County Clerk's office. The undersigned Mortgagee hereby consents to the Developer's desire to subject and its subjection of the Property and the improvements thereon and therein to the Declaration and the covenants, conditions and restrictions as provided in the Declaration, and to its recording in the Fayette County Clerk's office, and, further, subjects and subordinates said Security Documents, including the Mortgage, to such Declaration and the aforesaid plat relating thereto. This consent is not a release of the Security

Documents, including the Mortgage, nor is it a waiver of the priority or validity of the Security Documents, including the Mortgage, as it relates to any other agreement, encumbrance, lien, reservation, restriction or condition affecting the Property.

Independence Bank of Kentucky

By: 

Its: Senior Lender, VP

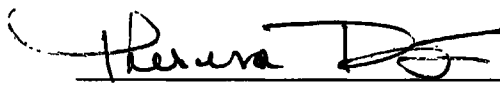
STATE OF KENTUCKY

COUNTY OF Fayette

The foregoing Consent of Mortgagee to Declaration was acknowledged before me this 4<sup>th</sup> day of December, 2024, by Chad Lashbrook, as Senior Lender of the Independence Bank of Kentucky, a Kentucky banking corporation, for and on its behalf.

My Commission expires: July 12, 2027

THERESA M. DAUGHERTY  
NOTARY PUBLIC  
COMMONWEALTH OF KENTUCKY  
COMM. # KYNP75383  
MY COMMISSION EXPIRES JULY 12, 2027

  
NOTARY PUBLIC  
Print Name: Theresa Daugherty  
Notary I.D. No. KYNP75383

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