

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TRADITIONS AT LOVER'S LANE**

This DECLARATION OF COVENANTS AND RESTRICTIONS (the "Declaration"), is made this 5th day of August, 2020, by Vision Development, LLC, a Kentucky-based Limited Liability Company ("Declarant").

WHEREAS, Declarant is the owner of the real property consisting of approximately 66.76 acres as shown on the Plat (as defined herein), except to the extent that any such property is excluded (as defined herein). Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions and covenants. This Declaration, is made benefit of all owners of the Properties, and the entirety of the Properties is made subject to this Declaration and amendments thereto by the recording of this Declaration.;

WHEREAS, there is currently filed of record a Declaration of Covenants and Restrictions for Traditions at Lover's Lane, recorded at Deed Book 946, Page 1, of the Office of the Clerk of Warren County (the "Original Declaration"), along with that certain First Supplemental Declaration of Covenants and Restrictions, recorded at Deed Book 982, Page 814, of the Office of the Clerk of Warren County, along with that certain Second Supplemental Declaration of Covenants and Restrictions, recorded at Deed Book 1037, Page 463, of the Office of the Clerk of Warren County, and that certain Amended and Restated Declaration of Covenants and Restrictions, recorded at Deed Book 1096, Page 77, of the Office of the Clerk of Warren County, and it is the desire of the Declarant that this Declaration replace said Original Declaration as amended; and

WHEREAS, Vision Builders, USA, LLC executed that certain Consent to Covenants and Restrictions dated April 19, 2007, of record in Deed Book 948, Page 198 in the office of the Clerk of the Warren County Court (the "Consent"), and the Original Declaration, as amended and restated herein, served to submit all of the real property in that certain mixed use development known as Traditions at Lovers Lane ("Traditions") to the provisions of the Original Declaration, and henceforth to the provisions of this Amended and Restated Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Properties as defined herein shall be held, transferred, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which shall run with the real property which shall inure to the benefit of and bind each owner thereof, their heirs, successors, and assigns.

ARTICLE I

Section 1.1. "Articles of Incorporation" or "Articles" shall mean and refer to the Articles of Incorporation of Traditions at Lover's Lane, as filed with the Secretary of State of the State of Kentucky.

Section 1.2. "Association" shall mean and refer to Traditions Property Owner Association, Inc., a Kentucky non-profit corporation, its successors or assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Kentucky corporate law and

shall be responsible for managing the affairs of the Association.

Section 1.3. "Base Assessment" shall mean and refer to assessments levied against all Units in the Properties to fund Common Expenses.

Section 1.4. "By-Laws" shall mean and refer to the By-Laws of the Association, as they may be amended from time to time.

Section 1.5. "Class "B" Control Period" shall mean and refer to the period of time during which the Declarant, as the Class "B" Member, is entitled to appoint at least a majority of the members of the Board of Directors, as provided in Article III, Section 3.2(b), of the Declaration, and in the By-Laws.

Section 1.6. "Common Area" shall mean all real and personal property, and any improvements on the real property (including Limited Common Area, as defined herein), which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of all Owners or which is designated on any plat as common area. Common Area shall also be known as "Common Open Space". As provided

Section 1.7. "Common Expenses" shall mean and include the actual and estimated expenses incurred by the Association for the general benefit of all Unit Owners, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

Section 1.8. "Community Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined by the Board of Directors, in rules and regulations or otherwise.

Section 1.9. "Declarant" shall mean and refer to Vision Development, L.L.C., a Kentucky Limited Liability Company, or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibit "A" for the purpose of development and sale and who are designated as the Successor Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Section 1.10. "Limited Common Area" shall mean and refer to Common Areas created by this Declaration, or subsequently created by action of the Board as provided in this Declaration, with respect to which only a designated portion of Unit Owners shall have the right to use.

Section 1.11. "Member" shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 1.12. "Owner" shall mean and refer to one (1) or more Persons or entities, including the Declarant, who holds the record title to any Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

Section 1.13. "Person" shall mean a natural person, a corporation, a partnership, trustee, limited liability company, or other legal entity.

Section 1.14. "Plat" shall mean that certain plat of record in Plat Book 37, Page 239, in the office of the Clerk of the Warren County Court, and any subsequent amendments and supplements thereto.

Section 1.15. "Properties" shall mean and refer to all of the real property, and any lot created therefrom, shown on the Plat, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

Section 1.16. "Special Assessment" Shall mean and refer to assessments levied in Accordance with Article VII, Section 3 of this Declaration.

Section 1.17. "Supplemental Declaration" shall mean an amendment or supplement to this

Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

Section 1.18. "Unit" shall mean a portion of the Properties, whether developed or undeveloped, intended for development, use and occupancy as a residence for a single family, whether as a detached residential Unit or a part of a multi-family residential building.

Section 1.19. "Voting Unit" shall mean one (1) vote for each Owner of a single family detached residential Unit, one (1) vote for each Owner of a single family attached residential Unit; and one-fourth (1/4) vote per residential Unit for each Owner of a multi-family residential Unit.

ARTICLE II Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures and rules it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee. Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Properties then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for the Properties desired to be effected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties.

ARTICLE III Membership and Voting Rights

Section 3.1. Membership. Every Owner, as defined in Article I, shall be deemed to have a mandatory membership in the Association.

No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one (1) Person, votes and right for use and enjoyment shall be as provided herein. A Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws may exercise the rights and privileges of membership. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the By-Laws.

In addition to the foregoing, and notwithstanding anything in this Declaration to the contrary, pursuant to that certain Real Estate Purchase Agreement executed on or about August 7, 2014, incorporated herein by reference, New Millennium Real Estate, LLC, shall be treated as a Class "A" Member, as defined in Section 3.2, below, and shall be granted a one fourth (1/4) vote for each single residential unit consisting of one, two, or three bedrooms, constructed upon Lot F (consisting of approximately 2.6080 acres) and Lot G (consisting of approximately .08942 acres) of the property depicted on that certain plat attached as Exhibit A to said Real Estate Purchase Agreement (said lots, hereafter the New Millennium Property).

Section 3.2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B" as follows:

(a) Class "A". Class "A" Members shall be all owners with the exception of the Class "B" Members, if any.

Class "A" Members shall be entitled to one (1) equal vote for each Voting Unit in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1)

vote per Voting Unit.

In any situation in which more than one (1) Person holds the interest in a Unit required for membership, the vote for such Voting Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Unit's right to vote its Voting Unit shall be suspended if more than one (1) Person seeks to exercise it.

(b) Class "B". Class "B" Members shall be the Declarant and any successor to the Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant or its successor. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration by the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class "B" Member shall be entitled to, in its sole discretion, appoint the members of the Board of Directors during the Class "B" Control Period. The Class "B" Control Period shall terminate, and the Class "B" membership shall terminate and become converted to Class "A" membership, upon the earlier of:

(i) When seventy-five (75%) percent of the detached single family residential Units planned for the property described in Exhibit "A" of the Declaration have certificates of occupancy issued thereon and have been conveyed to Persons other than the Declarant;

(ii) January 1, 2021; or

(iii) When, in its discretion, the Class "B" Member so determines.

Notwithstanding any provisions to the contrary contained in this Declaration or the By-Laws, during the Class "B" Control Period, any action, policy or program of the Association requiring approval by the vote of the Members of the Association shall not be taken or adopted until also approved in writing by the Class "B" Member.

ARTICLE IV

Maintenance

Section 4.1. Responsibility of Declarant and Association. Until April 1, 2008, the Declarant shall be responsible for maintenance of the Common Area. Thereafter, the Association shall maintain and keep in good repair the Common Area, such maintenance to be funded as hereinafter provided, subject to any insurance then in effect. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement of all landscaping and other flora, structures, and improvements situated upon the Common Areas. Maintenance may also include such portions of any additional property included within the Area of Common Responsibility as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association.

Except as otherwise specifically provided herein, all costs associated with the maintenance, repair and replacement of Common Areas shall be a Common Expense to be allocated among all Units as part of the Base Assessment.

The Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Properties.

Section 4.2. Owner's Responsibility. Each Owner shall maintain his or her Unit and all structures, exterior surfaces of the Unit, parking areas, fences and other improvements comprising the Unit in a manner consistent with the Community Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association. If any Owner fails to properly perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof: in accordance with Article VII, Section 4 of this Declaration.

Section 4.3. Maintenance and Use Easement Each Unit which is developed with a zero

lot line single family residence shall be subject to a Use and Maintenance Easement four feet in width along the entire length of the property line on the side of the Unit on which the residential structure is set back from the property line. Said Use and Maintenance Easement is granted in favor of the owner of the contiguous Unit for said owner's use and maintenance of the improvement on said Unit and to allow portions of the structure, such as foundation, roof, gutter, windows, etc. overhang on the contiguous lot to extend into said easement.

ARTICLE V

Insurance and Casualty Losses

Section 5.1. Insurance. The Association's Board of Directors or its duly authorized agent shall have the authority to and shall obtain blanket all-risk insurance, (causes of loss-special form) if reasonably available, for all insurable improvements on the Common Area. If "causes of loss – special form" is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

Section 5.2. Other Insurance. In addition to casualty insurance on the Common Area, the Association may, but shall not under any circumstances be obligated to, obtain and continue in effect adequate "causes of loss – special form", if reasonably available, and if not reasonably available, fire and extended coverage, in such form as the Board of Directors deems appropriate for one hundred (100%) percent of the replacement cost of all structures located on Units.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Three Million (\$3,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000.00) Dollar minimum property damage limit.

Premiums for all insurance shall be Common Expenses of the Association and shall be included in the Base Assessment, as defined in Article I and as more particularly described in Article VII, Section 1. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in (b) below. The provisions hereinafter set forth shall govern such insurance:

(a) All policies shall be written with a company licensed to do business in Kentucky which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies shall be for the benefit of the Association and its Members and their Mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(e) The Association's Board of Directors shall be required to make reasonable effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(ii) A waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) A statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of the actions of any one or more individual Owners;

(iv) A statement that no policy may be canceled, invalidated, suspended, or subject to nonrenewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) That any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) That the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent required by law; directors' and officers' liability coverage, if reasonably available; a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available; and flood insurance, if required. The amount of fidelity coverage shall be determined in the directors' best business judgment. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty- (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 5.3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with filing and adjusting all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five (75%) percent 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 shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or re-constructed.

(c) 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 Properties shall be restored to their natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

Section 5.4. 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 herein provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvement account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their

Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

Section 5.5. Repair and Reconstruction. If the damage or destruction of the Common Area is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereto: the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners on the same basis as provided for Base Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 5.6. Damage or Destruction to Unit. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article VIII of this Declaration. The Owner shall pay any costs of repair or reconstruction, which is not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Unit in a neat and attractive condition consistent with the Community-Wide Standard.

ARTICLE VI

Rights and Obligations of the Association

Section 6.1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community Standard. Included as Common Area may be buildings, community centers, swimming pools, recreational areas, playgrounds, tennis courts, basketball courts, and open space.

Section 6.1.1. Amenities. Unless otherwise stated herein, the Common Area shall include all Amenities. For purposes of this Agreement, "Amenities" shall include, except as otherwise provided herein, the pool(s), pool area, club house, fitness center, basketball court, tennis court, green spaces and park areas. Access to the Amenities shall be restricted as set forth herein.

Section 6.1.2. Additional Amenities. Included in the Amenities shall be two tennis courts, with a single basketball goal on each tennis court, on real estate located immediately adjacent to the existing swimming pool, which real estate is owned by the Association. Said tennis courts will be available to the residents of the development, all on equal terms, including tenants or occupants of or on the Village Units, as defined herein, at no additional cost. The Association will maintain the tennis courts in a condition reasonable for their intended use through June 15, 2044.

Section 6.2. Limited Common Area. In the event that at least one hundred fifty (150) Units of multi-family housing shall be developed on the Properties, the Properties may, in the discretion of the Declarant, include a Clubhouse ("Clubhouse") which may, in the discretion of the Declarant, be Limited Common Area solely for the use of multi-family Unit Owners and as offices for management of multi-family development, which Clubhouse shall be no larger than four thousand (4,000) square feet and no smaller than one thousand (1,000) square feet in size. In the event Limited Common Area is created, the Owners of the Units benefited by the Limited Common Area shall be solely responsible for maintenance and operation of such Limited Common Area. The Owners of those benefited Units may create separate rules, regulations, and covenants and may create a separate property owner association to provide for the operation and maintenance of the Limited Common Area, so long as those rules, regulations, and covenants do not conflict with this Declaration, in which case the provisions of this Declaration shall control.

Section 6.3. Additional Maintenance Obligation. In addition to those duties of the Association as set forth in Section I above, the Association may provide each Unit owner with yard maintenance, and other landscaping maintenance as may be agreed upon from time to time. The Association acting by and through its Board of Directors, shall have the power and authority to contract for the lawn maintenance, cultivation, and weed control of each Unit. If the Association elects to provide for such services, it shall be mandatory that the owners of each Unit share in the cost of service, whether or not they utilize the services. Should they utilize said services, owners of each Unit must provide access to their premises for the performance of lawn maintenance. If the Association assumes responsibility for lawn maintenance, each Unit will be assessed for the cost of lawn maintenance according to a schedule established by the Association. Such assessment for lawn maintenance shall constitute an assessment for which a lien shall exist, as provided in Article VII of this Declaration.

Section 6.4. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Properties conveyed to it by the Declarant.

Section 6.5. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided by the By-Laws of the Association.

The Association, acting through the Board by contract or other agreement, shall have the right to enforce county ordinances or permit Warren County, Kentucky, to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 6.6. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or by the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 6.7. Penalties for Infractions. The Association shall have the right to implement such reasonable penalties for infractions of these Declaration of Covenants and Restrictions, as may be approved by a simple majority of Unit ownership.

ARTICLE VII

Assessments

Section 7.1. Creation of Assessments. There are hereby created assessments for Association 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 7 of this Article. There shall be three (3) types of assessments:

- (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association;
- (b) Special Assessments as described in Section 7.3 below;
- (c) Initial Special Assessment as described in Section 7.3 below.

For the purpose of computing each type of assessment, a multi-family unit shall constitute one-fourth of a Unit.

Special Assessments shall be levied as provided in Section 3 below. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments.

All assessments, together with interest at a rate not to exceed ten (10%) percent as computed from the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit 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 Unit at the time the assessment arose.

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 Unit. 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 processing fee not to exceed Fifty (\$50.00) Dollars for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Base Assessment for delinquents, including Owners delinquent in the payment of fines imposed in accordance with the By-Laws or rules and regulations adopted by the Board. Unless the Board otherwise provides, the Base Assessment shall be paid at least quarterly.

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 to 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 Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution for services and/or materials required by the Association with Declarant or other entities for the payment of some portion of the Common Expenses.

Vision Builders USA, LLC, Vision Development, LLC and Vision Builders, LLC shall be exempt from payment of Base Assessments or Special Assessments.

Section 7.2 Computation of Base Assessment. It shall be the duty of the Board, at least thirty (30) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget may include

a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared.

The Base Assessment to be levied for the coming year against each Unit subject to assessment under Section 7 below shall be computed by dividing the budgeted Common Expenses by the total number of Units subject to assessment as of thirty (30) days before the end of the current fiscal year. The Board shall cause a copy of the Common Expense budget and notice of the amount of Base Assessment to be levied against each Unit for the following year to be delivered to each Owner, at such address as the Owner shall have provided to the Board, at least ten (10) days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the members by the vote of Members representing at least 60% of the total Class "A" vote in the Association, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members. No owner can avoid payment of any assessment based upon such Owner's failure to receive the Common Expense budget.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 7.2.1. Special Provisions for Village Lots. Notwithstanding the provisions of Sections 7.1, 7.2, and 7.3, but subject to Section 7.2.3, of this Article, provisions for assessments relating to all or any portion of Lots 72, 73, and 74, Section 2, as shown on plat of record in Plat Book 40, Page 49, in the office of the Warren County Clerk, Lot 75, Section 2, as shown on plat of record in Plat Book 40, Page 76, in the aforesaid clerk's office (which lot was added to Lot 72 to form a new Lot 72), Lot 76, Section 3, as shown on plat of record in Plat Book 40, Page 177, in the aforesaid clerk's office, and Lots 77, 78, Section 3, and Lot 79 as shown on plat of record in Plat Book 40, Page 374, in the aforesaid clerk's office, shall be governed by the following provisions of this Section 7.2.1:

- (a) Each of Lots 72, 73, 74, 75, 76, 77, 78, 79, or any building lot created by subdivision or combination of such lots, shall be referred to as a "Village Lot".
- (b) The provisions of this Section 7.2.1 shall apply only to the Village Lots and shall apply only to the extent such Lot or Lots, or any portion thereof, shall have been purchased by the Village at Traditions, LLC, or its successors or assigns, no later than November 15, 2015.
- (c) For each separate residential unit (each a "Village Unit") within a multi-unit structure constructed or existing on any Village Lot, such Village Unit, commencing as of sixty (60) days after a Certificate of Occupancy shall have been issued for such Village Unit (or shall have been reasonably obtainable for such Village Unit, regardless of whether actually issued), the Owner of such Village Unit shall pay to the Association an annual assessment of \$40.00 per year which assessment shall afford Owner, its successors and assigns, or its tenants or subtenants, full use and access to the Existing Amenities at Traditions except for use of any fitness center, and except for use of any material additions to Existing Amenities, which material additions shall not include replacements or substitutions of Existing Amenities even if of greater value (for the purposes of this Declaration, "Existing Amenities" shall mean all Amenities existing as of the date of this Declaration, plus presently anticipated amenities which are a pool, pool area and related facilities, clubhouse, fitness center, green space and parks, and anticipated basketball courts and/or tennis courts, sidewalks, roads, and walking trails). Beginning January 1, 2030, the annual assessment for Village Lots shall be increased to Forty-Four (\$44.00) per year for a period of ten (10) years, after which the annual

assessment for Village Units or Village Lots shall be established by the Association. Should the pool(s) or pool area ever be removed or closed other than for seasonal cleaning or necessary repairs or maintenance, such assessment shall not be payable during any such period, it being understood that, absent unusual weather conditions, the pool(s) shall be generally open, at a minimum, between Memorial Day and Labor Day.

- (d) For each Village Unit, Owner and/or Owner's successors, assigns, tenants or subtenants may, at their sole election, but without any obligation to do so, purchase full access to and use any fitness center or facility in Traditions for a fee of \$15 per month per tenant or subtenant; provided however, that any tenant or subtenant of a Village Unit shall be allowed thirty (30) days free use of the fitness facility, beginning on the first day of occupancy for such tenant or subtenant. The fee for use of any fitness facility shall apply from the date hereof until January 1, 2030, after which such fee shall be established by the Association.
- (e) Notwithstanding anything in provisions (c) and (d) to the contrary, in the event that there are material additions to the Amenities (not including sidewalks, lights, aesthetic amenities, and other features generally available to the public or for which a Unit Owner could not reasonably elect not to use) generally available at Traditions during the period until June 15, 2045, unless otherwise extended by agreement, the parties shall renegotiate the terms, conditions, and pricing of the use of such additional amenities. "Material additions" shall not include renovations or improvements to, or the substitution or replacement of those Amenities existing or contemplated as of April 6, 2012, (including the pool(s), pool area and related facilities, club house, fitness center, common green space and parks, and anticipated basketball and/or tennis court(s)). Owners of Village Lots may elect not to pay for any material additions, and not afford its Tenants the use of same.
- (f) Nothing in this section 7.2.1 shall be construed to prohibit any Owner of any Village Lot from separately agreeing with the Association for increased assessment amounts to be paid in connection with any additional amenities located on the Properties.
- (g) No assessment, Base Assessment, Special Assessment, or Initial Special Assessment, shall be assessed against any Village Unit, except as provided in this Section 7.2.1, so long as the provisions of this Section 7.2.1 shall apply.
- (h) Owners of Village Units may form a separate association of Village Unit Owners for such purpose or purposes as Village Unit Owners may agree upon; provided, however, that any such Village Unit Owners association shall not take any action inconsistent with this Declaration.

Section 7.2.2. Other Multi-Tenant Development. Unless otherwise agreed to in writing by NMRE (as defined in Section 7.2.3), Declarant shall not sell or lease any lot situated in or about Traditions or the Properties for the development of residential rental property units which would be marketed for lease at a rental rate below \$1,200 per month, nor shall Declarant sell or transfer any real estate to a third party that will allow or cause the development of multirental units on or about Traditions or the Properties (such covenant of Declarant, the "Development Restriction") at any point prior to June 16, 2017 (the "Development Restriction Term"). For the avoidance of doubt, it is agreed and understood that nothing contained herein shall be deemed to restrict or prohibit Declarant, or any other party owning real property in Traditions as of April 6, 2012, from leasing units in residential buildings already constructed as of said date at a rental rate below \$1,200 per month. Provided, however, that, after November 15, 2016, if the NMRE and the Owner's (as defined in Section 7.2.3) occupancy rate on all of its units located in Traditions and

the Properties, including completed units and units then under construction, exceeds 90% occupancy, the Development Restriction will terminate.

Section 7.2.3 Special provisions for New Millennium Real Estate, LLC, The Village At Traditions, LLC and their respective successors and assigns. Notwithstanding anything in this Declaration to the contrary, until June 15, 2044, New Millennium Real Estate, LLC ("New Millennium"), The Village At Traditions, LLC ("The Village") and their respective successors and assigns (New Millennium, The Village and their respective successors and assigns are hereafter collectively referred to as "NMRE") and the owner of all or any portion of Lots 72, 73, and 74, Section 2, as shown on plat of record in Plat Book 40, Page 49, in the office of the Warren County Clerk, Lot 75, Section 2, as shown on plat of record in Plat Book 40, Page 76, in the aforesaid clerk's office (which lot was added to Lot 72 to form a new Lot 72), Lot 76, Section 3, as shown on plat of record in Plat Book 40, Page 177, in the aforesaid clerk's office, and Lots 77, 78, Section 3, and Lot 79 as shown on plat of record in Plat Book 40, Page 374, in the aforesaid clerk's office (for purposes of this Section 7.2.3, such owners or prospective owners or their respective successors and assigns are collectively referred to as the "Owners"), and any such NMRE and/or Owner's tenants, subtenants, successors and assigns, shall have the right to full use and access to the Amenities and Common Area, as set forth below:

- (a) For each unit, as defined as a single residential rental unit consisting of one two or three bedrooms, constructed upon NMRE or Owners owned real property in or about the Properties (collectively, "NMRE Property"), commencing as of the earlier of sixty (60) days from the completion of each given unit or the commencing of a lease for a given unit, NMRE and/or the Owners shall pay the Declarant Forty Dollars (\$40.00) per year, which fee shall afford NMRE, Owners, and their respective tenants, subtenants, successors and assigns, per unit, full use and access to the Amenities available to all Members and/or Owners, save for use of fitness center, but including the pool(s), pool area and related facilities, club house, common green space, and parks, and basketball and/or tennis court(s) In the event that the pool(s) or pool area is ever removed or closed other than for seasonal closing or required maintenance, the Forty Dollar fee shall be eliminated.
- (b) For each unit, as defined as a single residential rental unit consisting of one, two or three bedrooms, constructed on the NMRE Property, NMRE and/or the Owners and/or their respective tenants, subtenants, successors and assigns, may, at their sole election, but without obligation to do so, purchase full access to and use of the Declarant's current and/or future fitness room, facility or area (including all equipment, weights, machines and electronic devices contained therein) for a fee of Fifteen Dollars (\$15.00) per month. Such fee, unless NMRE and/or the Owners elect otherwise, shall be paid directly to Declarant from NMRE and/or Owners' tenants, subtenants, successors or assigns. Each tenant of such owner shall be allowed thirty (30) days free use of the fitness room upon his or her initial residency in a unit.

In addition to the foregoing, and notwithstanding anything in this Declaration to the contrary, in the event that there are material additions to the Amenities (not including sidewalks, lights, aesthetic Amenities, and other features generally available to the public or for which NMRE and/or the Owners of the NMRE Property could not reasonably elect not to use) generally available during the twenty-nine (29) years following the closing of the transaction contemplated by the Real Estate Purchase Agreement (the "29 Year Period"), Declarant and NMRE and/or the Owner of the NMRE Property shall renegotiate the terms, conditions, and pricing for the use of such additional Amenities. "Material additions" shall not include renovations or improvements to, or the substitution or replacement of those Amenities existing or contemplated as of the date of such

closing (including the pool(s), pool area and related facilities, club house, fitness center, common green space, and parks, and basketball and/or tennis court(s)). NMRE and/or the Owners of the NMRE Property may elect not to pay for any material additions, and not afford its tenants the use of same, without disturbing NMRE and/or the Owners' or their respective tenants, subtenants, successors and assigns use of the other Amenities. After the first fifteen (15) years of the 29 Year Period, the Forty Dollar fee referenced herein this section shall be increased to Forty-Four Dollars (\$44.00) for the next ten (10) years, after which the fee shall be increased to Fifty Dollars (\$50.00) for the balance of the 29 Year Period. Thereafter the fee, if any, shall be negotiated by the Declarant and NMRE and/or the Owners of the NMRE Property. Notwithstanding the foregoing, at any time after the first ten (10) years of the 29 Year Period, NMRE and/or the Owners of the NMRE Property may elect not to provide its tenants, subtenants, successors or assigns with the referenced Amenities, and in such event, the referenced fee shall be eliminated. For the avoidance of doubt, notwithstanding anything in this Declaration to the contrary, NMRE and the Owners of the NMRE Property, as well as their respective tenants, subtenants, successors and assigns, shall not be subject to or liable for any increased fees, capital calls, assessments, special assessments or other similar or related expenses (collectively, "Payments"), beyond those specifically set forth herein this Section 7.2.3, unless otherwise agreed in writing by the party from whom such payment is sought.

Notwithstanding anything herein or in any other agreement to the contrary, no provision in this Declaration that is applicable or relative to NMRE, Owners, and/or their respective tenants, subtenants, successors and assigns, specifically including Sections 1.19, 7.2.2 and 7.2.3, may be amended, modified or terminated without the written consent of NMRE and the Owners.

Section 7.3. Special Assessments. In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments from time to time; provided, such assessment shall have the affirmative vote or written consent of Members representing at least fifty-one (51 %) percent of the total vote in the Association and the written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

Section 7.4. Lien for Assessments. On each Unit, there shall exist a lien for unpaid assessments prior and superior to all other liens except (1) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure. The Association may record a notice of such lien in the office of the Warren County Court Clerk.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit 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; and
- (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure.

Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

Section 7.5. Capital Budget and Contribution. The Board of Directors may 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 may set the required capital contribution, if any, 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 required, if any, shall be fixed by the Board and included within and distributed with the budget and shall be a Special Assessment, as provided herein.

Section 7.6. Date of Commencement of Annual Assessments. The assessments provided for herein shall commence as to all Units on August 31, 2006, prorated for 2006, with the first full year of assessment beginning on January 1, 2007.

Section 7.7. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Kentucky law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or noncommittal foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquire. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

Section 7.8. Performance of Owner's Obligations. The Board shall have the right to undertake any obligation or corrective action, whether for repair, maintenance, or otherwise upon a Unit Owner's failure to undertake such obligation or corrective action following thirty (30) days written notice from the Board (or, in the case of an emergency, without notice) and all costs, expenses and fees of any nature incurred by the Board in undertaking such obligation or corrective action shall constitute a Special Assessment against the member.

Section 7.9. Expenses. Any and all expenses incurred by the Association in connection with enforcing the provisions of this Declaration against any member, including bringing a member and its Unit into compliance with the provisions of this Declaration, any amendments to this Declaration, the Articles, the By-Laws, or any rules or regulations promulgated by the Association, including collection costs, court costs, and attorney's fees, shall constitute a Special Assessment against such member, for which Special Assessment a lien shall exist as provided in this Article VII.

ARTICLE VIII

Architectural and Construction Standards

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 1 and 2 of this Article VIII. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the appropriate committee has been obtained. However, this Article VIII shall not apply to any construction performed by Declarant, Vision Builders, LLC and Vision Builders USA, LLC for single family, twin home or attached single family projects, so long as Declarant owns any land, that has not been reacquired by Declarant, subject to this Declaration.

Section 8.1. Size of Residences. The minimum living area of any residence constructed on any lot, exclusive of basements, garages, carports, porches, breezeways, terraces, and similar appurtenances shall be as follows:

(a) Attached townhouse style single-family residences shall have a minimum of 1,200 square feet excluding garage, basement, crawl space, breezeway, terraces, and similar appurtenances;

(b) Detached single-family residences shall have a minimum of 1,400 square feet, excluding garage, basement, crawl space, breezeway, terraces, and similar appurtenances;

Section 8.2. Exterior Materials to be Used. The exterior portion of any residential structure, and any accessory structure or out building must be constructed of at least 90% brick, cementitious material, or other modern architectural materials approved by the ARC. Vinyl siding will not be permitted as the primary exterior material for any structure. Limited vinyl siding will be allowed only for areas such as soffits and dormers, as approved by the ARC. Plain-faced concrete block shall not be allowed for any exterior surface including foundations.

Section 8.3. Architectural Review Committee. The Board of Directors shall function as the Architectural Review Committee ("ARC") unless the Board of Directors determines to appoint a separate group as the ARC, in which case the ARC shall consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board of Directors. The ARC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto.

The ARC may promulgate standards and procedures governing its areas of responsibility and practice. In addition thereto, the following shall apply: With respect to any new or modified, altered, or additional residence, building, structure, fence, landscaping, or other exterior improvements, plans and specifications showing the nature, kind, shape, color, size, materials, and location of same, shall be submitted to the ARC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. The ARC shall specify the nature, content, and detail of plans and specification it requires. Upon submittal of plans and specifications to the ARC, the ARC shall provide the Person submitting the plans and specifications with a written receipt or acknowledgement indicating the date upon which plans and specifications were submitted. The ARC may require the submission of revised or supplemental plans and specifications in which case the ARC shall similarly provide a written receipt or acknowledgement of the date upon which the revised plan and specification were submitted. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit, or to paint the interior of his Unit any color desired. In the event that the ARC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

The Association and/or the ARC may employ or retain outside consultants approved by the Board of Directors of the Association to assist the Association and the ARC in the architectural review process.

Section 8.4. Commencement and Completion of Construction. Upon the sale by Declarant of any unimproved Unit, the Owner shall, within three years of the date of the deed, commence construction of the principal structure for the Unit. If construction has not been so commenced within three years, the Declarant shall have the right, but not the obligation, to repurchase the unimproved Unit at the same price paid by the Owner to the Declarant for the Unit. Upon commencement of construction of the principal structure for the Unit, the Owner shall have one year within which to complete construction to the point of issuance of a certificate of occupancy.

If a certificate of occupancy has not been issued within one year, the Association shall have the right, but not the duty, to undertake completion of construction in such manner as the Association shall deem appropriate. Should the Association undertake completion of construction, all funds expended by the Association in any way relating to the completion of construction, including but not limited to construction costs, engineering fees, and attorney's fees shall be paid by the Unit Owner to the Association within thirty days of receipt of an invoice for same, and all such fees and expenses shall constitute a lien on the Unit as provided in Article VII of this Declaration.

Section 8.5. Construction Procedures. During construction, Owners shall maintain a neat construction site and shall regularly remove all debris, trimmings, clippings, rocks and trash from the site, and shall keep the adjacent streets free and clear of mud, dirt, trash and debris. The Association shall have the right, on 24 hours' notice to the Owner or the Owner's contractor, to remedy any violation of this section and charge the Owner for expenses relating to such remedy, which charge shall be collectible as provided herein for an assessment, and for which a lien shall exist as provided in Article VII of this Declaration. No construction material, equipment or debris with respect to the construction on any Lot may be placed on any other Lot, regardless of whether such other Lot is vacant or adjoins the construction site or is owned by the same Owner.

Section 8.6. Drainage and Culverts. Drainage of each Lot shall conform to the general drainage plans as platted and approved by the Warren County Planning Commission. No owner may change the ditch line or elevation as approved by the Planning Commission. Any destruction to the seeding and sodding of the road shoulder, ditch, or yard shoulder shall be the responsibility of the owner to repair. All portions of any driveway, culvert, or gradings shall be constructed in accordance with the plat and in such manner as the streets will not be disqualified for acceptance into the public road system. Each owner shall, upon acquisition of a Lot, and at all times thereafter, be responsible for compliance with all local, state, and federal laws, rules, and regulations, as they exist from time to time, relating to storm water runoff, storm water quality, erosion control, silt control and prevention, and similar issues relating to storm water, including compliance with the Kentucky Pollution Discharge Elimination System and local permit requirements for storm water discharges.

Section 8.7. No Waiver of Future Approvals. The approval of either the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 8.8. Variance. The ARC may authorize variances from compliance with any of the provisions of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall:

- (a) be effective unless in writing,
- (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying a variance in other circumstances.

For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

ARTICLE IX

Use Restrictions

The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Declarant or the Association) as may more particularly be set forth in this Declaration or amendments hereto.

The Association, acting through its Board of Directors, shall have the authority to make and to enforce rules, regulations, standards and restrictions governing the use of the Properties, in addition to those contained herein, and to impose reasonable user fees for use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, canceled or modified in a regular or special meeting of the Association by the vote of Members representing a Majority of the total Class "A" votes in the Association and with the consent of the Class "B" Member, so long as such membership shall exist.

Section 9.1. Signs and Billboards. No sign or billboard of any kind shall be displayed to the public view or any Residential Lot or portion of the Common Area, except for (1) directional or informational signs, established by Declarant or the Association, (2) signs used by Declarant, or by its successors or assigns, to advertise the Properties, provided such signs are located on the Common Area or on Residential Lots owned by Declarant and (3) a single sign not in excess of ten (10) square feet per side erected by an Owner or an Owner's agent upon that Owner's Residential Lot for the sole and exclusive purpose of advertising the sale or lease of that Unit upon which it is erected. All signs, except those customarily used for real estate transactions (e.g. "For Sale") must be approved by the ARC in writing in same manner as set out in Section 8.3 above prior to being erected.

Section 9.2. Parking and Garages. Each single family (attached or detached) residence must have at least a single-car garage, or provisions for at least a single-car garage in the basement and the entrance may be to the side, rear, or front of the residence. Vehicles shall be parked only in the garages or in the driveways, if any, serving the Units or in appropriate spaces or designated areas in which parking may or may not be assigned and then subject to such reasonable rules and regulations as the Board of Directors may adopt. No more than two (2) vehicles may be parked in any driveway. No parking shall be permitted on any street, except temporarily for social gatherings or other functions held in a Unit as may be approved by the Board. Commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall be parked for a period of up to forty-eight (48) hours to accommodate or allow owners time to find other storage or parking space, other than the Traditions at Lovers Lane community. Garage doors shall remain closed except when garage is in use.

Section 9.3. Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests, and invitees of any Unit.

Section 9.4. Animals and Pets. No animals, reptiles, rodents, livestock, birds, fish or poultry of any kind shall be raised, bred, or kept on any portion of the Properties, except that dogs, cats, or other usual and common household pets not to exceed a total of two (2) may be permitted in a Unit. However, those pets which are permitted to roam free, or, in the sole discretion of the Association, which endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Properties shall be removed upon request of the Board; if the owner fails to honor such request, the pet may be removed by the Board and turned over to the appropriate agency for keeping or disposal. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets, and any dog allowed outside a Unit, shall at all times be confined on a leash held by and under the physical control of a responsible person. No dog runs are allowed. In any event, each Owner shall be absolutely liable to all remaining Owners, their families, guests, invitees, and tenants and

to the Association for any and all damage to person or property caused by any pets brought to their Unit by any member of his family, guests, or invitees.

Section 9.5. Nuisance. No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Properties.

Section 9.6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

Section 9.7. Infections. Plant Diseases or Insects. No Owner shall permit any thing or condition to exist upon any portion of such Owner's Residential Lot that shall induce, breed, or harbor infections, plant diseases, vermin, or noxious insects.

Section 9.8. Antennas. No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the Board or its designee. The Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Section 9.9. Basketball. Equipment. Clotheslines. Garbage Cans. Tanks etc. No clotheslines, above-ground tanks, and other similar items shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit. No basketball goals shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, without permission of the Association. All garbage and recycle cans shall be located or screened so as to be concealed from the view of neighboring Units, streets and alleys, and property located adjacent to the Unit, except that garbage and recycle cans may be placed at curbside on days designated for trash and recycle pick-up for that particular Unit. All rubbish, trash, and garbage shall be regularly removed from the Properties and shall not be allowed to accumulate thereon.

Section 9.10. Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to replat any Unit or Units owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 9.11. Guns. The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types.

Section 9.12. Swimming Pools. Swimming pools below ground level for the use of residence occupants and their guests may be constructed on lots provided that:

- (1) the location, plans and specifications thereof are approved by the ARC,

(2) all applicable laws, ordinances, rules and regulations of governmental agencies are complied with, and all necessary governmental permits are obtained; and

(3) such construction is not commenced until after construction of the residence has begun.

Should a residence become vacant, that is, not occupied for residential purposes, the owner shall see that the pool is entirely covered to prevent animals or persons from falling in during the period of such non-occupancy. Above-ground pools are prohibited on the Properties.

Section 9.13. Tents, Trailers, and Temporary Structures. Except as may be permitted by the ARC during initial construction within the Properties, no tent, utility, shed, shack, trailer, camper, or other boat equipment, or structure of a temporary nature shall be placed upon a Unit or any part of the Properties. Declarant or its agents shall have the right to conduct any business necessary for the sale of Residential Units, including showing model Units and maintaining a sales and/or construction office on the Common Area or in any Residential lots owned by Declarant. In furtherance thereof: Declarant shall have an easement over all of the Common Area for ingress, egress, and parking for itself: its agents, employees, and prospective buyers of Residential Lots for so long as Declarant or any subsidiary or affiliated company owns any interest in the Properties.

Section 9.14. Tree Removal. Except as may be permitted by the ARC during initial construction within the Properties, no trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons, and no trees may be added, unless approved by the ARC.

Section 9.15. Air Conditioning Units. Except as may be permitted by the ARC, no window air conditioning Units may be installed in any Unit.

Section 9.16. Lighting. Except for seasonal Christmas decorative lights, which may be displayed between November 25 and January 10 only, all exterior lights must be approved by the ARC.

Section 9.17. Artificial Vegetation, Exterior Sculpture, and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties unless approved by the ARC. Exterior sculpture, fountains, flagpoles, flags, and similar items must be approved by the ARC.

Section 9.18. Mailboxes. All mailboxes shall satisfy applicable postal regulations and shall conform to specifications established by the Declarant or the ARC.

Section 9.19. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC.

Section 9.20. Driveways and Sidewalks. All driveways and turnaround areas shall be paved with concrete, asphalt, or similar material approved by the ARC. All sidewalks shall be installed during the construction of the principal structure on the contiguous lot at the expense of the Owner.

Section 9.21. Occupancy before Completion. No Residential Unit shall be occupied until the construction thereof has been completed in accordance with the plans and specifications as approved by Declarant or the ARC except with reference to final grading, planting, patios and driveways, sidewalks, walkways and retaining walls, which items shall be finished with sixty (60) days after day of occupancy; (The Declarant may waive portions of the above for special conditions). Prior to occupancy the ARC may inspect the interior and exterior of any Unit to determine compliance with this Declaration.

Section 9.22. Reasonable Inspection. During reasonable hours, any member or representative of the Board shall have the right to enter upon and inspect any portion of the Properties and the improvements thereon for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with. Such Persons shall not be deemed guilty of trespass by reason of such entry, provided 24 hours' prior written notice has been given to the Owner of any Residential Unit entered upon.

Section 9.23. Additional Use Restrictions. The Board of Directors shall be entitled to invoke additional rules and regulations from time to time for the operation, use, and maintenance of the Properties, including Common Area, provided such rules and regulations are not inconsistent with this Declaration.

Section 9.24. Leasing of Units.

(a) Definition. "Leasing" for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board of Directors. The Unit Owner shall give notice of any lease, together with such additional information as may be required by the Board, to the Board within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Declaration, By-Laws, and the rules and regulations.

(c) Compliance with Declaration, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, rules and regulations adopted pursuant thereto.

Section 9.25. Parks. Any park or other areas or equipment furnished by the Association or erected within the Properties, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 9.26. Fences. Fences may be permitted as part of any pre-designed construction plan for Units and thereafter, the ARC or "Declarant" or their assigns in accordance with Article VIII of the Declaration may permit as. No dog runs, animal pens shall be permitted. No chain link or similar type of fencing will be allowed.

All fence specifications and location must be submitted to Declarant or the ARC for written approval or disapproval. Declarant's sole and absolute discretion shall govern.

Section 9.27. Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether:

- (i) such activity is engaged in full or part-time;
- (ii) such activity is intended to or does generate a profit; or
- (iii) a license is required therefor.

Notwithstanding the above, the leasing of a Unit for residential purposes in accordance with Section 24 of this Article shall not be considered a trade or business within the meaning of this section.

ARTICLE X

General Provisions

Section 10.1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods often (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 10.2. Amendment. Prior to the conveyance of the first Unit (to any person or entity other than Vision Builders USA, LLC, or any member of Vision Development, LLC or Vision Builders, LLC), Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may amend this Declaration so long as it has voting rights as a Class "B" Member, provided that the amendment has no material adverse effect upon any right of any Owner; thereafter and otherwise, this Declaration may be amended only by the affirmative vote (in person or by alternate) or written consent, or any combination thereof: of Members representing seventy-five (75%) percent of the total votes of the Association, and the written approval of the Class "B" Member so long as the Class "B" Membership exists. 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 to be effective must be recorded in the records of the Warren County Court Clerk.

If Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to 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 Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 10.3. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. 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. 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 (except to the extent that such officers or directors may also be Members 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 right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 10.4. Delegation of Use. Any Owner may delegate in accordance with the By-Laws of the Association his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, and social invitees, subject to such rules and regulations as the Board of Directors may adopt.

Section 10.5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, 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 10.6. Easements for Utilities, etc. There is hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibit "A", the Association and the designees of each (which may include, without limitation, any utility), blanket easements upon, across, over, and under all of the Common Area and, to the extent shown on any plat, over the Units for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, 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 the Properties except as may be approved by the Association's Board of Directors or as provided by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article should in no way adversely affect any other recorded easement on the Properties.

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to any local, state, or federal governmental entity.

Section 10.7. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 10.8. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Unit for emergency, security, and 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 an 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 Unit to cure any condition which may increase the possibility of fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 10.9. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75) per-cent of the Members. This section shall not apply, however, to:

- (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens),
- (b) the imposition and collection of assessments as provided in Article VII hereof,
- (c) proceedings involving challenges to ad valorem taxation, or
- (d) counterclaims brought by the Association in proceedings instituted against it.

This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 10.10 Fees Paid at Closing. The following fees shall be due and owing in connection with the sale or transfer of title of a Unit:

- (a) In connection with the sale or transfer of title of any Unit, the Purchaser shall pay a fee of \$750.00 to the Association.
- (b) In connection with the initial sale of any Unit by the Declarant or by Vision Builders, LLC or Vision Development, LLC a payment of \$950 for a light post mail box kit or \$550 for a standard two box mailbox kit shall be paid to the Declarant and/or Vision Builders, LLC or Vision Development LLC, for the purchase and installation of a mailbox for the Unit. This payment shall not apply to subsequent sales and transfers, including any sale and transfer by the Declarant or Vision Builders LLC or Vision Development LLC of a Unit previously transferred and reacquired by the Declarant or Vision Builders LLC or Vision Development LLC.

ARTICLE XI

Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Units in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 11.1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such eligible holder;
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) Any proposed action which would require the consent of a specified percentage of eligible holders.

Section 11.2. No priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 11.3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of the Mortgage encumbering such Owner's Unit.

Section 11.4. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation at any time impose requirements inconsistent with this Declaration or which requires amendment to this Declaration, and the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 11.5. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XII

Declarant's Rights

Section 12.1. Transferring Rights. Any or all of the special rights and obligations of the Declarant may be transferred to other Persons, 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 Declarant and duly recorded in the public records of Warren County, Kentucky. In the event Declarant for any reason ceases to exist and there is no successor to Declarant by merger, consolidation, assignment, or otherwise for a period of 4 years, all rights of the Declarant under this declaration shall become rights of the Association.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and sale of Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model Units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by the Declarant and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, 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 Declarant.

This article may not be amended without the express written consent of the Declarant. The rights contained in this article shall terminate only upon the recording by Declarant of a written statement that all sales activity has ceased and those Declarant releases rights by express reference thereto.

5 IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this day of August, 2020.

VISION DEVELOPMENT, LLC

BY: [Signature]
Johnston S. Boyd, Member of
Vision Development, LLC

STATE OF KENTUCKY)
) SCT.
COUNTY OF WARREN)

The foregoing instrument was acknowledged before me this 5th day of August, 2020, by **Johnston Boyd, Member of Vision Development, LLC, a Kentucky limited liability company**, on behalf of said company.

Macie A. Thomas
Notary Public, State of Kentucky at Large
Notary ID, if any: 590296
My commission expires: 11-9-2021

PREPARED BY:

Bell, Orr, Ayers & Moore, PSC
1010 College Street
P.O. Box 738
Bowling Green, KY 42102

[Signature]
Timothy E. Bridgeman



DOCUMENT NO: 1149349
RECORDED: August 05, 2020 03:58:00 PM
TOTAL FEES: \$110.00
COUNTY CLERK: LYNETTE YATES
DEPUTY CLERK: BAILEY ADAMS
COUNTY: WARREN COUNTY
BOOK: D1210 PAGES: 730 - 754

**AMENDMENT TO
SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR TRADITIONS AT LOVER'S LANE**

This AMENDMENT TO SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR TRADITIONS AT LOVER'S LANE (the "Amendment") is made this 12 day of February, 2025, by the Traditions Property Owner Association, Inc. (the "Association"), a Kentucky non-profit corporation.

WHEREAS, on August 5, 2020, the Second Amended and Restated Declaration of Covenants and Restrictions for Traditions at Lover's Lane (the "Declaration") was recorded in the Office of the Warren County Clerk at D1210 PG730 by the Declarant, Vision Development, LLC;

WHEREAS, on or abo August 5, 2024, the Class "B" Control Period terminated pursuant to Article III of the Declaration, and control of the development known as Traditions at Lover's Lane ("Traditions" or the "Development") passed to the Association;

WHEREAS, on or about March 13, 2024, the Members of the Association voted on certain proposed amendments to the Declaration;

WHEREAS, in accordance with Article X, Section 10.2 of the Declaration, the affirmative vote of Members representing seventy-five (75%) percent of the total votes of the Association was received in favor of the proposed amendments;

WHEREAS, in accordance with Article X, Section 10.2 of the Declaration, the Board of Directors (the "Board") of the Association wishes to make the amendments approved by the Members of the Association effective by recording this Amendment in the Office of the Warren County Clerk;

WHEREAS, pursuant to the Resolution attached hereto as **Exhibit A**, the Board has ratified the language of this Amendment and authorized the President and Secretary to record this Amendment in the Office of the Warren County Clerk;

NOW THEREFORE, in accordance with the vote of the Members conducted on or about March 13, 2024, the Declaration is hereby amended as follows:

1. A new subsection (Section 3.2(c)) is hereby created and added to Article III, Section 3.2, which states as follows:
 - (c) Notwithstanding any provisions to the contrary contained in this Declaration or the By-Laws, no Member shall be entitled to cast a vote on behalf of any Voting Unit for which the Member is exempt from paying assessments under Article VII, Section 7.10 of this Declaration.

**RESOLUTION OF THE BOARD OF DIRECTORS
OF TRADITIONS PROPERTY OWNER ASSOCIATION, INC.**

Megan Barney, Secretary of Traditions Property Owner Association, Inc. (the "Association"), a Kentucky non-profit corporation, does hereby certify that the following Resolution was unanimously adopted by the Board of Directors (the "Board") of the Association, a quorum of its members being present at a regular meeting held on the 5 day of February, 2025, and that the Resolution has not been revoked by any subsequent action of the Board of the Association, but is still in full force and effect.

WHEREAS, in accordance with the authority vested in the Association in Article X, Section 10.2 of the Second Amended and Restated Declaration of Covenants and Restrictions for Traditions at Lover's Lane (the "Declaration"), a vote was conducted on or about March 13, 2024 by the Members of the Association concerning certain proposed amendments to the Declaration, and the affirmative vote of Members representing seventy-five (75%) percent of the total votes of the Association was received in favor of the proposed amendments;

WHEREAS, in accordance with Article X, Section 10.2 of the Declaration, the Board wishes to make the amendments approved by the Members of the Association effective by recording an Amendment to the Declaration in the Office of the Warren County Clerk;

NOW BE IT RESOLVED, that the President and Secretary of the Association are hereby authorized and directed, with full force and complete authority to perform any necessary act, to record an Amendment to the Declaration in the Office of the Warren County Clerk, which shall contain the following language:

1. A new subsection (Section 3.2(c)) is hereby created and added to Article III, Section 3.2, which states as follows:

(c) Notwithstanding any provisions to the contrary contained in this Declaration or the By-Laws, no Member shall be entitled to cast a vote on behalf of any Voting Unit for which the Member is exempt from paying assessments under Article VII, Section 7.10 of this Declaration.

2. A new section (Section 7.10) is hereby created and added to Article VII, which states as follows:

Section 7.10. Assessment of Undeveloped Units. Notwithstanding any provisions to the contrary contained in this Declaration or the By-Laws, no Owner shall be liable to pay a Base or Special Assessment for any Unit that consists solely of an undeveloped lot, and such undeveloped lots shall not be taken into account by the Board in the computation of such assessments. For purposes of this Section, an undeveloped lot shall be defined as any Unit upon which no work towards the construction of a single-family or multi-family residence has commenced.

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