

DECLARATION OF COVENANT, CONDITIONS AND RESTRICTIONS
COWLEY CROSSING DEVELOPMENT
ASHBROOK ESTATES
HARDIN COUNTY, KENTUCKY

This Declaration of Restrictions made this ____ day of _____ 2007, by Hardin County Developers, Inc. of 59 Dawson Lane, Radcliff, Kentucky, 40160 in the County of Hardin.

WITNESSETH. That whereas, Hardin County Developers, Inc., is the owner of the Lots in Cowley Crossing, Section 2, Ashbrook Estates, and where as it intends to create very desirable residential lots to protect said property by appropriate restrictions as to sale, use and improvements of said lots.

NOW, THEREFORE, Hardin County Developers, Inc., has recorded a Plat of Cowley Crossing, Section 2, Ashbrook Estates, in Plat Cabinet 1, Sheet 4414, with a source of title of Deed Book 2285 Page 783 in the Office of the Hardin County Court Clerk, the owners hereby impose the following restrictions against Cowley Crossing, Section 2, Ashbrook Estates.

ARTICLE I - PROPERTY SUBJECT TO THIS DECLARATIONS/ADDITIONS

Section 1. Existing Property. The real property, which is subject to this Declaration, is located in Hardin County, Kentucky and is more particularly described and more commonly known as Ashbrook Estates, COWLEY CROSSING DEVELOPMENT.

Section 2. Supplemental Declarations

(a) Terms. Developer may from time to time elect in its discretion, and without need for the consent of any other person or entity, to record with respect to any subdivision of Cowley Crossing restriction modifications.

Section 3. Cross-Easements. Developer reserves the right to create cross-easements and to restrict all of the property made subject to this Declaration according to the terms of this Declaration. The common areas shall be subject to the provisions of this Declaration and shall inure to the benefit of the owners of lots within Cowley Crossing Development, Conditions and Restrictions as approved by Developer at its sole discretion which so provides, and the common area allocable to the owners of all such lots within Cowley Crossing Development shall inure to the benefit of owner of lots within Development, each to enjoy common areas of the other and to have and to hold the same as if each such lot had been developed and subject to this Declaration simultaneously.

ARTICLE II – USE RESTRICTIONS

Section 1. Primary Use Restrictions. No lot shall be used except for private single-family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling, not, to exceed two stories in height and containing a minimum 2-car garage for the sole use of the owner and occupants of the lot.

For purposes of this Declaration, there shall be specifically excluded from the meaning of the phrase "private single-family residential purposes," and shall not be permitted on any lot within Cowley Crossing Development, regardless of whether any of the same would otherwise be permitted by any applicable zoning regulations or governmental laws, rules or regulations which constitute or relate to (a) clubs (b) boarding house (c) programs with respect to which admission to residency in or occupancy of the premises is limited to or intended in whole or in part for persons in the custody of the criminal justice system or the juvenile justice system.

Section 2. Nuisances. No immoral, improper, noxious, or offensive trade or activity shall be conducted on any lot, common area, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood, which includes loud or offensive noise.

Section 3. Lease Restrictions. No vacant lot may be leased. Should any improved lot be leased, such lot owner(s) shall be and remain liable for any and all unpaid fees, charges and expenses owed to Developer or the Community Association by such lessees and/or their dependents, whether in connection with the use of the recreational facilities within Cowley Crossing Development. Otherwise, all such unpaid fees, charges and expenses, and all such fees, charges and expenses incurred by Developer or the Community Association in connection therewith, including, without limitation, reasonable attorney's fees and court costs, shall bear interest at the hereinafter defined Reimbursement Rate, and such amounts, plus accrued interest thereon, shall constitute a charge and lien upon the lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article IV of this Declaration.

Section 4. Boundaries. No lot shall be subdivided or its boundary lines changed, except with the prior written approval of the Developer in its sole discretion, which approval may be arbitrarily and unreasonably withheld. All lot owners are hereby notified that Developer has the express right, in its sole discretion, to subdivide, re-plat and/or alter the boundary line of any lot or lots owned by Developer and/or any of its affiliated or related entities. Any such division, boundary line change, or re-platting of any lots shall not be in violation of applicable subdivision and zoning regulations.

Section 5. No Time-Shares. No lot shall be subjected to any time-share program or any similar division of interest or program whereby the right to use of the lot rotates among members of the program or holders of interests in the lot on a recurring or reservation basis

Section 6. Use of Other Structures and Vehicles.

(a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed.

(b) Recreational structures and outside storage or other outbuildings may be permitted if (i) the exterior of the outside storage and other outbuildings are of the same or similar materials as the residence and (ii) the design and location must meet city building and zoning codes, pursuant to Section 1 of Article III of this Declaration. No trailer, basement, tent or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.

(c) Restrictions on Vehicles and Parking

(i) No bus, mobile home, motor home, trailer, truck, motorcycle, commercial vehicle, camper trailer, camping unit, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a closed garage or basement, except as otherwise may be acceptable to Developer in its sole discretion.

(ii) Each lot owner and resident of Cowley Crossing Development is hereby advised that any vehicle determined to be objectionable or unsightly by Developer or the Board (as hereinafter defined) must upon notice from either Developer or the Board, as applicable, be thereafter kept in a closed garage or basement or removed from development.

(iii) No inoperable vehicle shall be kept on any lot (except in the garage) or parked on any street in Cowley Crossing Development. No repairs to such shall be conducted upon any lot except in garage.

(iv) No trailer, boat, truck, or other vehicle shall be parked on any street in Cowley Crossing for a continuous period in excess of ten (10) hours.

(v) No recreational vehicles such as, but not limited to, motorcycles, motorbikes, minibikes, go-carts, or other similar vehicles shall be operated on any lot or on any common area.

(d) No Habitual Street Parking. No motor vehicle or other vehicle shall be regularly, continuously or habitually parked on any street or public right-of-way in Cowley Crossing Subdivision, it being the intent of Developer and this Declaration that vehicles are kept in driveways and garages. No semi-tractor trailers, or other large trucks, vans or other vehicles as determined by Developer in its sole discretion, shall be permitted in any Subdivision or otherwise within Cowley Crossing Development, except for limited periods as determined by Developer in its sole discretion for moving vans being utilized by residents for moving in or out of a residence, and except for such construction, delivery or other vehicles as Developer may permit from time to time in its sole discretion.

Section 7. Animals. No animals, including, without limitation, reptiles, livestock or poultry of any kind, shall be raised, bred or kept on any lot, dogs, cats or other traditional household pets (meaning the domestic pets traditionally recognized as household pets may be kept in the residence on a lot, provided they are not kept, bred or maintained for any commercial or breeding purposes. No dog or other pet runs are permitted on any lot, except for those the design, placement and landscaping of which have been approved in writing by Developer in its sole discretion. Pets allowed outside of resident must be kept on a leash at all times and not be allowed to roam free on private property or common areas. Feces dropped by pet must be immediately disposed of in a prompt and a sanitary manor. Excessive barking must be held to a minimum, keeping in mind neighbors desire to live in a quiet neighborhood. Pet owners must adhere to any and all established leash law. Any lot owner or resident of Cowley Crossing Development who violates leash laws or the above guidelines may result in the suspension of voting rights in the Community Association and suspension of rights to use the recreational facility and other common amenities of Development.

Section 8. Clothesline, Fences and Walls, Tennis Courts, Swimming Pools, Antennae, Receivers/Transmitters, and Yard Ornaments.

- (a) No outside clotheslines shall be erected or placed on any lot.
- (b) No Wall; Permitted Fences.

(i) No above-grade walls enclosing yards will be permitted to be erected upon any lot in Cowley Crossing and no fence of any nature may be extended toward the front or street side property line beyond the front or side wall of a residence; except that enclosures around portions of decks, hot tubs, pools and other amenities will be permitted only with the prior written consent of Developer.

(ii) Only vinyl, wrought iron, or wood fence styles not to exceed 4 feet in height unless otherwise pre-approved by Developer will be permitted on any lot in Development. Electrical underground animal fences will be permitted providing that the same do not interfere with any utility service within Development. All retaining walls shall be faced with brick or veneer approved by Developer. No chain link fence of any kind will be allowed.

(c) No Tennis Courts or Fences. No tennis court or tennis court fence shall be erected on any lot in Cowley Crossing.

(d) Pool Approval. No above ground swimming pools shall be erected or placed on any lot in Development. No in-ground swimming pool shall be constructed or placed on any lot unless Developer thereof approves the design and placement in writing in advance. The Developer shall allow decorative wrought iron or white vinyl fencing around a pool area upon the approval of the fencing plan by the Developer.

(e) Antennae. No antennae or satellite receivers/transmitters of less than 28 inches in diameter or any microwave and similar receivers and transmitters shall be erected or placed on

any lot unless (i) the device is adequately screened or buffered by shrubbery or trees, by terrain or by fences or other structures; and (ii) its design and placement are approved by Developer, as may be permitted by applicable law.

(f) Play Sets. All exterior or outside play equipment located on any lot, including without limitation, swing sets, jungle gyms and similar equipment, shall (i) be placed in the center of the rear yard so that the same does not extend beyond a line equal to the sides of the residence extended, and so that the same is not otherwise generally observable from the front elevation view of the residence on the lot. Any acquired deviation in the required location of such equipment shall be submitted to the Developer for prior written approval.

(h) Garden. The placement of any vegetable garden shall follow the procedure and requirements set forth in Section 8(f) above.

Section 9. Duty to Maintain Lot.

(a) Developer Maintenance. From and after the date of purchase of a lot until construction of a single-family residence is started thereon, Developer shall have the exclusive right to perform all normal maintenance on the lot which Developer deems necessary, including, without limitation, mowing. Such maintenance performed by the Developer and the resulting maintenance fees and expenses shall be paid by the lot owner in any case within 30 days of demand of Developer.

(b) Lot Owner Maintenance. From and after the date construction of a single-family residence on a lot is started; it shall be the duty of each lot owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep otherwise neat and attractive in appearance and satisfaction of Developer. Should any lot owner fail to do so, then Developer may take such action as its deemed appropriate in order to make the lot neat and attractive and the lot owner shall immediately on demand reimburse Developer or performing entity for all expenses incurred in doing so.

(c) Indemnification By Lot Owner. Each lot owner, by acceptance of a deed for the lot, releases and shall indemnify and hold harmless Developer from and against all losses or damages which may accrue to such lot owner's lot, and the vegetation thereon, arising from any activities of Developer and/or the lot owner pursuant to this Section 9.

Section 10. Duty to Repair and Rebuild.

(a) Normal Repairs. Each lot owner shall, at its sole cost and expense, maintain the residence and other approved structures on such owner's lot, keeping the same in first class condition and repair acceptable to Developer and the Community Association and otherwise in a condition comparable to the condition of such residence at the time of its initial construction. In the event any such residence or other structures on any lot are not so repaired and maintained, the lot owner shall, within thirty (30) days after written notice from Developer or the Community Association, shall cause the same to be fully repaired and maintained to the satisfaction of the Developer, or if the existing status of the residence or other structures on the lot are such that the same cannot be reasonably repaired and maintained within such 30 day period, the lot owner shall immediately commence and proceed with all due diligence and best effort toward the completion of such repair. Should such lot owner fail to complete such repairs within the applicable period provided above, Developer or the Community Association may, in their respective sole discretion, elect to cause such repairs to be so completed to their respective satisfaction, and Developer or the Community Association, and their respective agents, employees and contractors, may enter upon the lot and all improvements thereon during the period from 8:00 A.M. through 6:00 P.M. each weekday in connection with such repairs and maintenance necessary materials may be stored on lot by the Developer or the respected agent without liability or obligation of any kind to such lot owner or any resident or lessee of such lot, and the lot owner shall reimburse Developer or the Community Association, as applicable, upon demand for all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs, and all such costs and expenses shall constitute a charge on the lot, and Developer or the Community Association, as applicable, shall have a lien on such lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article IV below

(b) Repair of Damage. If all or any portion of a residence or other approved structure is damaged or destroyed by vandalism, fire or other casualty, then the lot owner shall, with all due diligence, promptly (as acceptable to the Developer and the Board) rebuild, repair or reconstruct such residence or structure in a manner which will substantially restore it to first class repair and condition consistent with the approved plans therefore. In the event any such residence or other structures on any lot are not so rebuilt, repaired or reconstructed, the lot owner shall within thirty (30) days after written notice from Developer or the Board (or such greater period as Developer or the Board shall specify in such notice), cause the same to be fully rebuilt, repaired or reconstructed to the satisfaction of Developer and the Board, or, if the existing status of the residence or other structures on the lot are such that the same cannot be reasonably rebuilt, repaired or reconstructed within such thirty (30) day period, the lot owner shall immediately commence and proceed with all due diligence and best efforts toward the completion of such residence or other structures, which shall in any case be completed within one hundred twenty (120) days of such notice from Developer or the Board, or within such other period as shall be reasonably specified by Developer or the Board (which specification shall be deemed reasonable if confirmed in writing by at least two (2) Builders). Should such lot owner fail to complete such rebuilding, repairs or reconstruction within the applicable period provided above, Developer or the Board may, in their respective sole discretion, elect to cause such rebuilding, repairs or reconstruction to be completed to their respective satisfaction in accordance with the approved plans for such structure, and Developer or the Community Association, and their respective agents, employees and contractors, may enter upon the lot and all improvements thereon during the period from 8:00.AM. Through 6:00 P.M. each weekday in connection with such rebuilding, repairs or reconstruction, and may at all other times store necessary materials on the lot, without liability or obligation of any such kind to such lot owner or any resident or lessee of such lot, and the lot owner shall reimburse Developer or the Community Association, as applicable, upon demand for all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs, and all such costs and expenses shall constitute a charge on the lot, and Developer or the Community Association, as applicable, shall have a lien on such lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article IV below.

Section 11. Business/Home Occupations. No trade or business of any kind shall be conducted on any lot other than personal or private business which does not (i) violate any applicable zoning regulations and binding elements or other applicable laws, rules or regulations, (ii) result in retail sales of merchandise or services from the lot, (iii) result in employees or customers coming to the lot, or (iv) increase traffic to the lot, nor shall anything be done on any lot which may become an annoyance or nuisance to the neighborhood or within the residence. Notwithstanding, the provisions hereof or otherwise within this Declaration, a new house may be used by Developer as a model home for display and/or for the Developer's sales office.

Section 12. Signs.

(a) Sign Limits. No sign for advertising or for any other purpose shall be displayed on any lot or on a building, or a structure, lot, except for (i) one (1) neat and attractive sign for advertising the sale or lease thereof, and (ii) one (1) other minor non-political signage as may be acceptable to Developer in its sole discretion, which shall not be greater in area than nine (9) square feet per side, and shall be acceptable in condition, format, appearance and content to Developer in its sole discretion. By purchase of a lot, said lot owner hereby acknowledges and agrees and consents to, and waives any rights to contest for any reason, the limitation on speech represented by this restrictive covenant.

(b) Development Signs. Each lot owner and resident of Cowley Crossing Development is hereby advised that Developer may elect from time to time (i) to erect larger signs when advertising Cowley Crossing Development and its attendant facilities, or upcoming events with respect thereto, (ii) to place signs on lots designating the lot number of the lots, and .

(iii) following the sale of a lot, to place signs on such lot indicating the fact that the lot has been sold.

(c) Street Numbers. Placement of street numbers must be in compliance with applicable zoning regulations.

(d) "For Sale" Sign Regulation. Developer shall have the right in its sole discretion to limit the "For Sale" real estate signs to those companies affiliated with the Developers unless otherwise approved in writing by Developer. Builder signs are permitted with builder information only. This does not apply to pre-existing property for resale. By purchase of a lot, said lot owner hereby acknowledges, agrees and consents to, and waives any rights to contest for any reason, the limitation on speech represented by this restrictive covenant. This does not apply to pre-existing property for resale (homes that are no longer considered new construction).

Section 13. Drainage. Drainage of each lot shall conform to the general drainage plans for Cowley Crossing Development. No construction upon a lot by those other than Developer shall cause storm water to drain upon any adjacent lot unless appropriate easements have been provided for such drainage or such drainage is otherwise allowed by local ordinances and permitted by Developer. No storm water drains; roof downspouts or ground water shall be introduced into the sanitary sewage system. All connections for sanitary sewer, water and storm sewer on each lot shall adhere to applicable plumbing and building code requirements. No hazardous substance (as here and after defined shall be dumped or introduced into the sanitary or storm sewer system for Development. Each lot owner and his contractor or subcontractor and other agents shall take full responsibility to control surface water run off and sediment, which may adversely, affects any other property. However, upon signing of deed, responsibility for the surface water run off shall be that of the lot owner and not that of the Developer or Architectural Committee.

Section 14. Disposal of Trash: No Hazardous Substances.

(a) Trash Collection. No lot shall be used or maintained as a dumping ground for, or for the storage or keeping or disposal of, rubbish, trash, or garbage or other waste or Hazardous Substances. Household trash, garbage and similar waste shall be kept indoors within sanitary closed containers prior to collection. There shall be no burning of trash or other refuse on any lot. Such containers shall be placed at appropriate collection points not earlier than the night preceding a scheduled collection, and shall be promptly removed and returned indoors after each collection. Developer and the Community Association reserve the right to establish and maintain a uniform and exclusive trash collection program for Cowley Crossing Development with one or more contractors or companies selected by Developer or the Community Association on such terms as deemed acceptable by the Developer or the Community Association in their respective discretion. The cost of such collection will be paid by the individual lot owner. Such designation shall be made after evaluation of competitive bids, and may be made part of the assessments payable to the Community Association.

(b) Hazardous Substances. For purposes of this Declaration, the term "Hazardous Substances" shall include, without limitation, petroleum, its products and byproducts, and petrochemicals, and any compound containing any of the same, asbestos, radioactive substances, polychlorinated biphenyl's, any pollutant or contaminant and any hazardous, toxic, dangerous or flammable waste, substance or material, including any of the same defined as such in the comprehensive environmental response compensation and Liability Act. "Hazardous Substances" for purposes of this Declaration shall not include, however, small quantities of such substances described above which constitute or are included within normal household cleaning substances or other substances used in connection with normal single-family residential purposes, which are in all cases kept within approved containers and stored, used and disposed of in accordance with all applicable governmental laws, rules and regulations and other applicable guidelines existing or established from time to time (such substances being hereinafter referred to as "Permitted Substances"). Each lot owner shall indemnify and hold harmless Developer, its officers, employees, members, successors and assigns, the Board and the Community Association from and against any and all liabilities, damages, actions and causes of action, costs and expenses arising from or related to the introduction and/or use of any Hazardous Substances and/or Permitted Substances by such lot owner or otherwise on such lot owner's lot during the ownership of the lot by such lot owner.

Section 15. Underground Utility Service.

(a) Utility Easements.

(i) Each lot owner's gas, electric and telephone utility service lines shall be underground throughout the length of the service line from the respective point of delivery to the customer's residence by such utility service provider as permitted under applicable laws, rules and regulations (collectively, a Utility Provider). Title to the service lines shall remain in, and the cost of installation and maintenance thereof shall be borne by the lot owner upon whose lot the service line is located.

(ii) Appropriate easements as shall be acceptable to Developer are hereby dedicated and reserved to each applicable Utility Provider, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to each Utility Provider's respective termination points. Gas, electric and telephone service lines, as installed, shall determine the exact location of said easements.

(iii) The gas, electric and telephone easements shown on the Plat shall be maintained and preserved in their present condition and no encroachment thereon and no change in the grade or elevation thereof shall be made by any person or lot owner without the express written consent of the applicable Utility Provider.

(b) Additional Easements.

(i) Easements for underground electric and telephone transmissions and distribution feeder lines, poles and equipment appropriate in connection therewith, are reserved over, across and under all spaces (including park, open and drainage space over, across and under such portions of the common area as Developer shall determine from time to time, for underground facilities. Developer hereby reserves the right to grant such additional easements as may be necessary to facilitate electric service, gas service, telephone and communications services, cable television and the like throughout Development.

(ii) Aboveground electric transformers and pedestals may be installed at appropriate points in any electric or other utility easement with the prior written approval of Developer, which shall not be unreasonably withheld.

(iii) In consideration of bringing service to the Property, applicable Utility Providers are granted the right to make further extensions of their respective underground lines in areas acceptable to Developer to serve additional locations within Development from all underground distribution lines.

(c) Cable Television & Communication Services Easements. The gas, electric and telephone easements dedicated and reserved in this Section 15 and those as shown on the Plat for the respective Section, shall include easements for the installation, operation and maintenance of cable television service and other communication services available from utility companies subject to the jurisdiction of the Kentucky Public Services Commission, to the lots and the common area, including the underground installation and service of coaxial cables, cable drop wires, converters, servers, home terminal units and other necessary or appropriate equipment, as well as easements for the installation, operation and maintenance of future communications, telecommunications and energy transmission mediums.

Section 16. Rules for Common Area. The Community Association is authorized to adopt and modify from time to time rules and regulations for the use of the common area, including, without limitation, all recreational facilities and other common amenities now or hereafter located within Development upon such common area, and such rules, if not otherwise posted at any such facility or amenity, shall be furnished in writing to a lot owner upon reasonable request. No lot owner shall do or permit anything to be done or kept on or in the common area which might result in the cancellation of insurance on any part of the common area, which would interfere with rights of other lot owners, or which would be noxious, harmful or unreasonably offensive to other lot owners as determined by Developer or the Board in their respective sole discretion. Any lot owner

or resident of Development in the common areas shall commit no waste.

Section 17. Exclusive Water and Sanitary Sewer Service. Each lot owner shall be obligated upon the construction of a residence on any lot to connect to, and obtain service from, the central water and sewage disposal systems provided for Development. No other water or sewage system shall be permitted on or for any lot.

Section 18. Playgrounds. Any playground or other play areas or equipment furnished by Developer or the Community Association, or others with the consent of Developer, upon the common area or otherwise within Cowley Crossing Development shall be used at the risk of the user, and Developer and the Community Association shall not be held liable to any person or entity for any claim, damage, liability or injury occurring thereon or related to use thereof.

Section 19. Air Conditioning Units. Except as may be permitted from time to time by Developer in its sole discretion, no window air conditioning units may be kept or used on any lot.

Section 20. Seasonal Lighting and Displays. Except for seasonal and holiday decorative lights, and attendant displays and decorations, which may be displayed for such periods of time, if any, acceptable to and specified by Developer or the Community Association from time to time in its respective discretion, all exterior lights must receive the prior written approval of Developer.

ARTICLE III – ARCHITECTURAL CONTROL

Section 1. Driveways. All driveways on any lot shall be concrete, brick or, stone tiles, unless otherwise approved in writing by Developer, which shall be constructed in final finished form not later than thirty (30) days subsequent to the substantial completion of any residence on a lot, as determined by Developer in its sole discretion.

Section 2. Design Guidelines. Developer reserves the right to compile and modify from time to time architectural and design review and/or construction standards manuals and guidelines, or other written standards (collectively Design Guidelines) for use by lot owners for guidance in the construction of any structures and other improvements on the lots, and for such other purposes as described in this Declaration, and all improvements addressed therein shall be constructed by lot owners in accordance therewith and pursuant to the plan(s) therefore approved pursuant to this Article III. All such manuals and guidelines constituting Design Guidelines shall, from time to time when issued by Developer, be deemed to constitute a part of and be incorporated within this Declaration.

Section 3. Approved Construction.

(a) All approved construction activities, and landscape design contemplated by Development 1(b), Article III, below, shall be completed by the lot owner within the time frame specified in the approved plans contemplated by this Development. Upon completion of all such construction, the lot owner shall, at the lot owner's cost, furnish to Developer upon request a written statement and certification of the lot owner's Builder and/or an engineer acceptable to Developer, to the effect that (1) the improvements constructed upon the lot substantially conform to the plans and specifications approved pursuant to this Section 1, and (2) drainage of the lot after improvement is in positive drainage compliance with the drainage plans for Developer reserves the right to require any Builder (as hereinafter defined) to post separate deposits with Developer to ensure compliance with such approved construction plans and/or the drainage plans for Cowley Crossing Development, in such amount as Developer shall from time to time elect not in excess of Ten Thousand Dollars (**\$10,000.00**) for each such deposit.

In the event any such structures or other improvements constructed on any lot, and/or the final grade of any lot, do not conform to the approved construction plans or drainage plans for Cowley Crossing, the lot owner shall, Within thirty (30) days after written notice from Developer (or such greater period as Developer shall specify in such notice), cause such noncompliance to be fully remedied to the satisfaction of Developer. Further, in the event that the lot owner shall fail to diligently proceed with and/or complete the construction of any improvements on a lot within the time frame established pursuant to the construction plans and specifications therefore approved by Developer, the lot owner shall, within thirty (30) days after written notice from Developer, complete such improvements in a good, workmanlike and professional manner, or, if the existing status of the improvements on the lot are such that the same cannot be reasonably

completed within such thirty (30) day period, the lot owner shall immediately commence and proceed with all due diligence and best efforts toward the completion of all such improvements, which shall in any case be completed within one hundred eighty (180) days of such notice from Developer or within such other period as shall be reasonably specified by Developer (which specification shall be deemed reasonable if Confirmed in writing by at least two (2) Builders). Should such lot owner fail to cure such noncompliance or to complete such construction within the applicable period provided above, Developer may, in its sole discretion, elect to cause such noncompliance to be so cured, and may, in its sole discretion, elect to complete such construction on such lot in accordance with the approved plans therefore, and Developer and/or the Community Association, and their respective agents, employees and contractors, may enter upon the lot and all improvements thereon at any time and from time to time in connection therewith, without liability or obligation of any kind to such lot owner or any resident or lessee of such lot, and the lot owner shall reimburse Developer upon demand for all costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees and court costs, and all such costs and expenses shall constitute a charge on the lot and shall bear interest until paid at the Reimbursement Rate, and Developer shall have a lien on such lot to secure the payment thereof of equal priority to the lien for assessments provided for in Article IV below.

(b) Definitions.

(i) References to "Developer" in this Declaration shall include any entity, person or association to whom Developer may from time to time assign all or any of its rights under this Declaration, including rights of approval, whether on a permanent or temporary basis. Developer, its successors and assigns shall have the right to so assign all or any such rights to the Community Association, which assignment the Community Association hereby irrevocably agrees to accept when executed by Developer.

(ii) References to "structure" In this Declaration shall include, without limitation, any building, residence, garage, fence, wall, antennae, microwave and other receivers and/or transmitters (including satellite dishes), deck, swimming pools and tennis courts.

(c) No Occupancy Before Completion. No occupancy of any residence shall be permitted prior to the completion thereof to the satisfaction of Developer, and the compliance with the provisions of this Declaration, including, without limitation, this Article III, in connection with construction thereof and other improvements on the lot. No private water or sewage treatment systems shall be permitted in Cowley Crossing.

Section 2. Building Materials, Roof Pitch, Builder Approval, Architectural Standards and Design Guidelines

(a) Building Materials.

(i) Building materials for the exterior of all buildings and structures shall be minimum of brick, stone, brick veneer, stone veneer, vinyl siding or a combination of same with no more than 10% vinyl allowed. Maintenance free or limited maintenance materials such as vinyl products maybe utilized in areas without sufficient low bearing support. All outside wall finishes must extend to ground level and meet requirements of Developer. All exterior paint, stains, and finished combinations of exterior material whether original application or later reapplied must receive prior written approval by Developer.

(ii) Each lot owner and resident of Cowley Crossing is hereby advised that right of approval reserved by Developer in this Declaration include, without limitation, the right of prior approval and specification, in its sole discretion, of the color, texture and appearance of all brick, stone and mortar to be used on the exterior of residences or other structures built on lots which abut or are adjacent to, or are in the vicinity of (as determined by Developer in its sole discretion), portions of the common area on which entry walls, signature gates and/or entryways, or other walls and/or structures have been constructed.

(b) Roof Pitch. The roof pitch of any residential structure shall not be less than a plane of 8 inches vertical for every plane of 12 inches horizontal, or such other plane(s) as shall otherwise be specified in any Supplemental Declaration, on any Plat or in any Design Guidelines. Developer may waive the requirements in its sole discretion in special cases where architectural design warrants or requires for proper perspective.

(c) Builder Approval. Developer reserves the right of prior approval, in its sole and absolute discretion, of each general contractor, contractor, builder or other person or entity (collectively, as so approved, the "Builders," and individually, a "Builder") which proposes, or is contracted with, hired or otherwise retained by or on behalf of any lot owner, to construct a residence on any lot, which approval must be obtained prior to the commencement of any such construction. No lot owner, unless an approved Builder, may construct a residence on the lot. Developer reserves this right of prior approval because Cowley Crossing is a planned community of high aesthetic and construction quality, with which the name and reputation of Developer and that of its affiliated and related entities shall continue to be associated and identified, and further in an attempt to ensure (i) the maintenance of a high quality of construction within Cowley Crossing, (ii) that the economic value of other lots and structures within Cowley Crossing will not be impaired by the construction of residential structures not of the same or comparable quality, (iii) the maintenance of the existing high aesthetic quality of Cowley Crossing, and (iv) a uniform subdivision, development, improvement and marketing program for Cowley Crossing. Nothing contained in this Section 2 or otherwise within this Declaration shall constitute or be deemed to be a representation or warranty by Developer with regard to any matter whatsoever pertaining to any Builder, or of the value or quality of any lot, or of the value or quality of any residence or other structure or improvement constructed thereon or otherwise within Cowley Crossing.

(d) Architectural Designs. Developer reserves the right to issue and or modify from time to time architectural and other standards and design guidelines as a part of the Guidelines to assist lot owners in their initial design efforts prior to submitting plans and specifications for approval pursuant to this Declaration. All lot owners and their Builders and other contractor must comply with the construction regulations portions of the Design Guidelines. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; work trailers; parking areas; outside storage; conduct and behavior of Builders, contractors, subcontractors I owners; the conservation of landscape materials; and fire protection.

Section 3. Minimum Finished Floor Areas. The minimum finished areas for homes to be constructed in Ashbrook Estates will be 1600 sq. ft for single level homes and 1800 sq. ft for one and one half or two story home with a minimum of 1000 sq. ft. on the first level with respect to any lot in any Supplemental Declaration, or on any Plat or in any Design Guidelines applicable thereto. Finished basement areas, garages and open porches are not included in computing minimum floor areas.

Section 4. Setbacks. No structure shall be located on any lot nearer to the front lot line, the side street line or other side lot lines, or to rear lot lines, than the minimum building setback lines shown or otherwise specified on an Plat, or in any Supplemental Declaration recorded with respect to any Section, except that bay windows, chimneys, roof overhangs and steps may project into said areas, and open porches may project into said areas not more than six (6) feet, if permitted by applicable law and as shall be acceptable to Developer. Developer may from time to time vary the established building setback lines, and/or grant variances there from, in its sole discretion, where not in conflict with applicable zoning regulations or other applicable law.

Section 5. Garages/Carports

(a) Two-Car Garage. All lots shall have at least a two-car garage. If the owner elects to have a basement garage the opening for the garage entrance shall face the rear of the lot. Garages (including detached garages), as structures, are subject to prior plan approval and must be of the same or similar materials and colors as the residence.

(b) No Carports. No carport shall be constructed on any lot.

Section 6. Landscaping; Sidewalks; Driveways; Trees.

(a) Sod. Within (60) days after the completion of construction of a residence the lot owner shall grade and sod front yard to front of house. All remaining portions of the lot shall be graded, seeded, and strawed.

(b) Sidewalk. Each lot owner shall cause a concrete (or other material approved by Developer in its sole discretion) sidewalk to be constructed on the lot at the location approved by Developer and otherwise in accordance with all applicable governmental requirements and the approved plans for Cowley Crossing adjacent to the lot, as applicable, and, including on any right-of-way adjacent to such lot, as applicable, (i) before house construction on the lot is completed, or (ii) otherwise within one year from the date construction of a residence on 80% of the lots in the Section which includes such lot, whether or not the lot owner has begun construction on that particular lot. The lot owner shall thereafter maintain such sidewalk in good repair and condition, regardless of whether the sidewalk is located on the lot or within a right-of-way and/or easement adjacent to the lot. Any area labeled on a Plat as a **“sidewalk easement”** or **“pedestrian access easement”** or by similar language shall be deemed to reserve in favor of the Developer, its successors and assigns, and the Community Association, its successors and assigns, a perpetual pedestrian access easement over and through such area, and such area shall be deemed to be ‘Common Area’ under this Declaration, subject to the maintenance of any sidewalk thereon by the lot owner as contemplated by this Section 6(b) Notwithstanding the foregoing, Developer may elect to construct, or to cause the construction of, such sidewalks on such lots, at each lot owner's respective expense, and to invoice each lot owner for the cost thereof (which may include an overhead factor of 15%). Each lot owner shall pay the cost so, Invoiced within thirty (30) days after the issuance of such invoices by Developer, and the costs as evidenced by such invoices shall constitute a charge upon the lots shall bear interest at the Reimbursement Rate after the due date thereof, and Developer shall have a lien on each such lot to secure the payment thereof, as well as all costs and expenses incurred in collecting or attempting to collect the same (including reasonable attorneys' fees and court costs), of equal priority with the lien for assessments provided for in Article IV of this Declaration.

(c) Driveway. Each lot owner shall concrete, brick, or otherwise finish in a material or materials approved by Developer, and thereafter maintain in good repair and condition, the driveway from the abutting street to the lot within thirty (30) days after substantial completion of a residence on such lot, as determined by Developer; provided, however, that portion of the driveway from the pavement of any abutting street to the sidewalk shall be concrete and shall be constructed and maintained in good repair and condition by the lot owner, regardless of whether located on the lot or within a right-of-way and/or easement adjacent to the lot.

(d) Trees. No tree in excess of two (2) inches in diameter shall be removed from any lot subsequent to the implementation of the approved initial lot grading plan for such lot without the prior written approval of Developer in its sole discretion. Further, no tree may be removed from a lot without the prior written consent of the Developer or Board. Should a lot owner remove a tree from the lot without such consent, such lot owner shall cause the same to be replaced by a tree of similar species. Any such tree shall be replaced by a tree of diameter acceptable to the Community Association and within sixty (60) days after the improper removal thereof, or within such other time as the Community Association's arborist or landscaping consultant determines is proper given seasonal concerns. Should the lot owner fail to so replace any such improperly removed tree, the Developer or the Community Association may take such action as it deems necessary to so replace any such tree and shall have the right and privilege to come upon the lot to do so, and the lot owner shall immediately reimburse Developer or the Community Association or other performing party for all expenses incurred in so doing, together with interest thereon at the Reimbursement Rate, and Developer or the Community Association, as applicable, shall have a lien on that lot and the improvements thereon with the same priority as the Assessments to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any First Mortgage.

(e) Default. Upon a lot owner's failure to comply with the provisions of this Section 6, Developer may take or cause to be taken such action as may be necessary in Developer's opinion to cause compliance therewith, without liability of Developer, or any of its successors, assigns, officers, members, managers, employees, stockholders, agents, servants or

contractors, or affiliates or related entities (collectively, the "Developer Group"), to the lot owner or others for trespass or otherwise, and the lot owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with interest at the Reimbursement Rate, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts, which lien shall be of equal priority, and may be enforced in the same manner, as the lien for Assessments provided for in this Declaration.

...

Section 7. Mail and Paper Boxes.

Each mailbox and paper box will be uniform as designated by Developer. No other mailboxes or paper boxes, whether temporary or otherwise, shall be permitted on any lot.

Section 8. Design Guidelines. Notwithstanding anything to the contrary in this Declaration, Developer reserves the right to reject any plans that do not comply with such architectural and other; as set forth in the Design Guidelines, as the same may be issued from time to time by Developer.

Section 9. Lot Development.

(a) **Adjacent Lots.** No builder or contractor shall use adjacent lots for vehicular ingress or egress, material storage or any other activities that will alter the appearance or condition of any such lot without the prior written consent of Developer. Developer reserves the right to use the lot(s) adjoining the model home lot for temporary parking until model home is sold.

(b) **Mud Removal from Streets.** Each home builder or contractor (i) shall use its best efforts to schedule and coordinate deliveries to lots to minimize the possibility of mud on adjacent streets and roadways, and (ii) will be responsible for removal of mud on roadways caused by its activities when required by applicable laws, rules or regulations or same otherwise becomes a nuisance or concern to the Developer or the Community 1.

(c) **Site Condition.** All homebuilders and contractors will be responsible for maintaining construction sites in a reasonably neat condition, including the removal and/or containment of all food and drink containers and any other personal debris that may be deposited on a lot by employees, contractor or subcontractors. Each homebuilder shall maintain a portable toilet for use by its employees, contractors and subcontractors on-site, and shall cause the same to be professionally emptied and maintained in accordance with good industry practice.

(d) **No Trespassing or Dumping.** All lot owners, home builders, contractors and others are hereby advised (i) to refrain from trespassing upon and not to place or allow -related materials or debris to be dumped on, neighboring properties not included within ("Adjacent Properties"), and (ii) that they may be prosecuted by the owners of Adjacent or trespass and for intentional or negligent off-site dumping of any such construction related materials or debris, or for other violations of law.

(e) **Cost of Compliance.** Any cost to Developer or the Community Association resulting from non-compliance with this Section 9 may be charged, as applicable, to the lot owner or the applicable home builder or contractor. If charged to the lot owner, such amounts shall bear interest at the Reimbursement Rate, and Developer or the Community Association, as applicable, shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts, which lien shall be of equal priority, and may be enforced in the same manner, as the lien for Assessments provided for in this Declaration.

Section 10. Erosion Control.

(a) **Lot Owner Responsibility.** Each lot owner shall prevent mud, dirt, silt, gravel or other debris from washing, draining or being otherwise deposited upon or in any street, creek, stream, swale, other lots or common areas, or otherwise from any such lot upon any other property in Cowley Crossing; as required by the Clean Water Act and other applicable laws, rules and regulations.

(b) Drainage Plan. Developer or the Community Association shall provide each lot owner with an approved composite drainage plan indicating direction of drainage for each lot, and all construction on, and all grading of, such lot shall conform to such plan. Should any lot owner fail to so comply with such drainage plan upon ten (10) days' written notice from Developer or the Community Association, then the Developer or the Community Association may take such action as it deems necessary to cause the lot to so comply with such plan, including, without limitation, the re-grading thereof, and shall have the right and privilege to come upon the lot to do so, and the lot owner shall immediately reimburse Developer or the Community Association or other performing party for all expenses incurred in so doing, including, without limitation, the cost of re-sodding. All such costs so incurred by Developer or the Community Association shall bear interest at the Reimbursement Rate, and Developer or the Community Association, as applicable, shall have a lien on that lot and the improvements thereon with the same priority as the Assessments to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any First Mortgage.

ARTICLE IV – COMMUNITY ASSOCIATION

Section 1. Community Association. THE COWLEY CROSSING HOMEOWNER ASSOCIATION, INC. (Community Association.) has been or will be created by Developer to maintain common areas (which include open spaces and certain other recreational and community facilities) and to provide other functions set forth herein. Owners of lots in Cowley Crossing shall be members of the Community Association and subject to the membership obligations established in this instrument, including association rules.

Section 2. Easements of Enjoyment.

(a) Common Area.

(i) Every lot owner shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to every lot, subject to the easements and other reservations set forth in this Declaration. Further, Developer and its successors and assigns, shall have a superior right and easement in gross for ingress, egress and access on and over, and use of, the common area for so long as Developer, its successors or assigns owns any lot or any portion of the property subject to this or another declaration of covenants, conditions and restrictions applicable to Cowley Crossing. The term common area as used in this Declaration means and refers to all of the following, and all facilities and amenities thereon designated by Developer as a part of the common area.

(ii) All "Open Space" and other non-residential lots and areas which are shown on any Plat, unless expressly excluded on such Plat or otherwise designated or excluded as contemplated below;

(iii) All areas shown and designated on any Plat, or on any other subdivision plat for any portion of the property subject to this Declaration filed by Developer in the aforesaid Clerk's Office, as 'common area,' 'open space,' "signature wall & landscape" easement areas or the *like*, or as otherwise subject to the control and/or jurisdiction of the Community Association.

(iv) All areas encumbered by easements reserved in favor of the Community Association on any Plat, in any Supplemental Declaration or otherwise on any other subdivision plat for, or any easement, leasehold or license in favor of the Community Association applicable to, any portion of the property subject to this Declaration, or any other

real property, filed by Developer or with the express written consent of Developer in the aforesaid Clerk's Office, subject to the terms thereof;

(v) All roads, streets and public rights-of-way on portions of the property subject to this Declaration, and all other streets, roads and public rights-of-way within Cowley Crossing designated by Developer or the Community Association, regardless of whether any of the same are dedicated to public use, and all street lights thereon, until such time as the same are accepted for maintenance by an applicable governmental authority to the satisfaction of Developer and are relinquished by the Community Association.

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

(vii) Such other areas of the property subject to this Declaration, and facilities thereon, as Developer shall designate from time to time as a part of the "common area."

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

(ix) Developer and its successors and assigns, shall have the unfettered unencumbered right to from time to time convey all or any portion of the common areas and any of the facilities and amenities located thereon, in the then existing condition thereof, to the Community Association, as may be determined by Developer's sole discretion, and which conveyances the Community Association shall be obligated and hereby agrees to accept. Any such portion or portions of the common area to be conveyed in fee shall be conveyed by quit claim deed from Developer to the Community Association, and any such portion or portions of the common area so conveyed shall be quitclaimed free and clear of all liens except for the lien of ad valorem taxes not yet due and payable and for such liens as are contemplated by this Declaration, and subject to all other matters of record.

(b) Reservations. The rights and easements of enjoyment granted pursuant to Section 2(a) above, and the provisions of Article II above, are further subject to the following:

(i) The right of the Community Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facilities and other amenities situated upon the common area and to adopt rules and regulations with regard to the use of the common area. The Board of Directors of the Community Association (the "Board") may, as part of the operation of such facilities and amenities, permit nonresidents of The Cedars to use such facilities and amenities for an annual fee, or permit the occasional use thereof by nonresidents of The Cedars on a fee basis, in each case determined by the Board and payable to the Community Association. Such users shall not be members of the Community Association.

(ii) The right of the Community Association to borrow money for the purpose of improving the common area, or for constructing, repairing or improving any facilities and/or amenities located or to be located thereon, and to give as security for the payment thereof, a mortgage encumbering all or any part of the common area.

(iii) The right of the Community Association to suspend the voting right and the right to use the recreational facilities and other common area amenities by a lot owner for any period during which a violation of this Declaration by such lot owner or a resident of such lot exists, or any assessments or liens against the lot owner's lot or other sums due to the Community Association by such lot owner, remain unpaid, and for a period of time for any infraction of this Declaration and/or the rules and regulations of the Community Association.

(iv) The right of the Community Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board, and to grant permits and licenses as well as easements for access, utilities, drainage, water facilities and other matters, in, on, over, across or under the common area, as may be deemed necessary or useful by the Board. Developer may dedicate access, utility, drainage, water facility, service and other easements, rights and licenses on or over the common area, and any recreational facilities and other amenities thereon, owned by the Community Association at Developer's

sole discretion for so long as Developer, its successors or assigns, owns any lot or any portion of the property subject to this Declaration or another similar declaration of covenants, conditions and restrictions applicable to "The Additional Declaration".

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

(vi) Developer shall be entitled to modify, restrict, and/or confirm any of the foregoing rights and easements provided for in this Section 2(b), and/or to grant additional rights and easements on or over the common area in favor of Developer, its successors and assigns, by separate written instrument executed by Developer and hereinafter recorded in the aforesaid Clerk's Office.

(c) Construction Mortgage. Developer may from time to time construct certain recreational facilities and/or amenities on portions of the common area owned or to be owned by the Community Association, and, in order to finance this construction and the development of Cowley Crossing in general, Developer shall have the right to subject all or any portion of the common area and any improvements thereon to the lien of a mortgage on terms acceptable to Developer in its sole discretion.

Section 3. Declaration of Use. Lot owners may delegate, in accordance with the Bylaws, their right of enjoyment to the common areas to the members of their families or to their tenants or contract purchasers who reside on the property. Membership in the Community Association may not be conveyed separately from ownership in the lot.

Section 4. Right of Entry The officers, employees, agents and authorized representatives of Developer, the Community Association and the Board shall be entitled to reasonable access to the individual lots as may be required (a) in connection with the preservation of property on an individual lot or in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common area, of any equipment, facilities or fixtures affecting or serving other lots and/or the common area, or to make any alteration required by any governmental authority, and (b) in connection with and reasonably related to the exercise and performance by Developer, the Community Association or the Board of their respective rights and responsibilities pursuant to this Declaration, including, without limitation, the right of access to each lot at reasonable times and intervals and in a manner which does not unreasonably interfere with the use thereof to inspect the lot for purpose of verifying conformance with this Declaration, whether in connection with the construction of improvements thereon in accordance with Article III of this Declaration, or otherwise.

Section 5. Assessments: Lien and Personal Obligation

(a) Payment. Each lot owner, except Developer, by acceptance of a deed for the lot, whether or not it shall be so expressed in such deed, covenants and agrees to observe and conform to, and to cause the residents of the lot to observe and conform to, the provisions of this Declaration, and such lot owner further covenants and agrees, and incurs an obligation, to pay to the Community Association, except as otherwise provided in this Declaration, (i) an initial assessment due and payable upon the purchase of a lot (the "Initial Assessment"), (ii) Annual Assessments or charges (an "Annual Assessment"), and (iii) Special Assessments (a "Special Assessment") (Initial Assessments, Annual Assessments and Special Assessments are hereinafter referred to collectively as "Assessments" or "assessments", and individually as an "Assessment" or "assessment"), such assessments to be established and collected as provided in this Article IV. At the sole discretion and direction of Developer or the Board, however, the Community Association shall not levy any assessment against any lot conveyed to a Builder (other than assessments with respect to such Builder's

personal residence) until the first anniversary of such conveyance or the conveyance of the lot by the Builder, whichever first occurs, or until such other time as Developer or the Board may elect. Developer shall not be subject to any assessments, but shall be responsible for the maintenance costs of the Community Association with respect to the Property, incurred over and above assessed amounts payable to the Community Association by the lot owners until Developer transfers control of the Community Association and the Class B membership therein ceases, and Developer shall be entitled to recoup *any* such accumulated funded deficit of the Community Association, now or hereafter existing, and whether funded in cash or in kind, from any excess or surplus funds generated prior to such transfer of control.

(b) Charge and Lien. The assessments, together with interest thereon at the Reimbursement Rate, or such other rate of interest as shall be from time to time be determined by the Board not in excess of the maximum rate permitted by applicable law, and costs of collection and reasonable attorneys fees, shall be a charge on the lot and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person or entity which was the lot owner of such lot at the time when the assessment fell due, and the personal obligation for delinquent assessments shall pass, jointly and severally on to such lot owner's successors in title regardless of whether expressly assumed by such successors, and such delinquent assessments shall remain a charge on and continuing lien against the lot, which may be foreclosed by the Community Association.

Section 6. Assessments.

(a) Purposes. The assessments levied by the Community Association shall be used exclusively to promote the health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties and services devoted to this purpose, or for the use and enjoyment of the common areas, including but not limited to, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common areas, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Community Association when necessary, and such other needs as may arise. The Community Association shall maintain, operate and repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the common areas, open spaces, gatehouse, entranceways, streets, crosswalks, medians, berms, storm drains, basins, and any recreational facilities.

(b) Administration. Until Class B membership ceases and is converted to Class A membership pursuant to Section 14, Developer or its nominee shall administer the assessments and receipts there from, which may only be used for purposes generally benefiting Cowley Crossing as permitted in this Declaration.

(c) Budgets and Checking Accounts. The Community Association shall establish two separate annual budgets, a general budget for all of Cowley Crossing and a special budget for only the extra maintenance within each subdivision. The Community Association shall also establish two checking accounts. All general assessments shall be deposited into the general account and each subdivision assessment shall be deposited into each special subdivision account.

(d) Special Maintenance Assessment by the Community Association for Future Condominium Development in Cowley Crossing. In addition to the Annual Assessment applicable to all lots in the Condominium Development, the Community Association shall also levy, collect and apply a special annual assessment for only future Condominium Development as set forth in the Subdivision of this Article (the "**Special Maintenance Assessment**"). This Special Maintenance Assessment shall be mandatory for all lots in Subdivision. The Community Association shall use this Special Maintenance Assessment collected from the residents of Condominium but not limited to, the following purposes:

(i) Lawn cutting for the individual lots owned by the residents of Condominium Development.

(ii) Lawn edging and trimming for the individual lots owned by the residents Condominium Development.

(iii) Lawn weed control for the individual lots owned by the residents of Condominium Development.

(v) Water and sewer costs related to lawn irrigation for the individual lots owned by the residents of Condominium Development.

(vi) For all other items decided by the Developer or Community Association in their sole discretion.

Section 7. Initial Assessment: Annual Assessment.

(a). For the calendar year of 2008, the Initial Assessment shall be \$50.00, thereafter the initial assessment may be increased each year not more than 20% above the amount thereof for the previous year without a vote of two-thirds of each class of members pursuant to the Bylaws.

(b). Initial Maximum Annual Assessment. For the calendar year 2008, the Annual Assessment shall be set at a rate not to exceed \$400.00 a year per lot for Single Family Residential Development. The Special Maintenance Assessment shall be set at a rate not to exceed **\$50.00 per month** per lot.

(c) For the special maintenance Development, both of which shall be due and payable on an annual basis, and prorated on the initial purchase of a lot. Thereafter, the Annual Assessment may be increased each year not more than 20% above the respective Annual Assessment for the previous year without a vote of two-thirds of each class of members pursuant to the Bylaws. Similarly, the Special Condominium Assessment shall not be increased more than 20% above the prior year's assessment.

(d) Amount Fixed by Board. The Board may fix the amount of the Initial Assessment and the respective Annual Assessments at an amount not in excess of the maximum. The Board of Directors shall determine when the assessments shall be paid.

Section 8. Special Assessments for Capital Improvements.

In addition to the Annual Assessments authorized above, the Community Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon a common area, including fixtures and personal property related thereto. Any such assessment shall have the assent of the members of the Community Association in accordance with the Bylaws.

Section 9. Uniform Rate of Assessment: Exception.

Except as otherwise provided herein, Assessments shall be fixed at a uniform rate for all lots except those unimproved and unoccupied lots owned by Developer or a builder. The Developer or the Board may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence.

Section 10. Date Of Commencement of Assessments: Due Dates. The Initial Assessments and Annual Assessments provided for in this Declaration shall begin as to any lot at the time the lot is initially conveyed by Developer, its successors and assigns, to a person or entity other than any of the affiliated or related entities of Developer, as determined by Developer, unless otherwise provided in the Deed for such lot. The first Annual Assessment for a lot shall be adjusted according to the number of months remaining in the assessment year when the lot is so first conveyed. Initial Assessments are due in full and shall not be prorated.

Section 11. Effect of Nonpayment of Assessments: Remedies of the Community Association.

Any Assessment not paid by the due date thereof shall bear interest from the due date at the Reimbursement Rate. The Community Association may bring an action against the lot owner(s) and/or persons personally obligated to pay such assessment, and/or may foreclose the lien against the lot and such interest, and costs and reasonable attorney's fees of such action and/or foreclosure shall be added to the amount of such assessments. No lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of the lot, or by claim of set-off.

Section 12. Subordination of Assessment Lien to First Mortgage.

Assessments under this Declaration shall constitute a charge upon each lot, and the lien of such

assessments shall be subordinate to the lien of any bona fide first mortgage encumbering a lot, which mortgage encumbered the lot prior to the due dates of any such assessments. Sale or transfer of any lot shall not affect the assessment lien or other liens provided for in this Declaration.

Section 13. Membership. Developer and every owner of a lot that is subject to an assessment shall be a member of the Community Association. Such owner and member shall abide by the Community Associations Bylaws, Articles of Incorporation, rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Board. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment.

Section 14. Classes of Membership. The Community Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all lot owners, with the exception of Developer.

(b) Class B. The Class B member shall be Developer. The Class B membership shall cease and be converted to Class A membership on the happening of any of the events specified in paragraph (c) below whichever occurs first. Upon such conversion, Developer shall ensure that there is not less than \$2,500.00 in the Community Association's account(s).

(c) Voting. Each member shall have one vote with respect to each lot owned by such member, but Class A members shall not be entitled to exercise any vote until the earliest of:

(i) When, in its discretion, Developer so determines;

(ii) When the lots which may be developed as described in Article I Sections 1 and 2 have been sold by Developer and residences have been constructed thereon; or

(iii) January 1, 2015.

Section 15. Lot Owner's Negligence.

In the event that the need for maintenance, repair, or replacement of the common area, or owner, or by any member of a lot owners family, or by a lot owner's tenants, guests or invitees, any portion thereof, is caused through or by the negligent or willful act or omission of any lot then the expenses, costs and fees incurred by the Community Association for such maintenance, repair, or replacement, in the amount for which the lot owner or the lot owner's family members, tenants, guests, or invitees are liable under Kentucky law, shall be a personal obligation of such lot owner and shall constitute a charge upon and lien against the lot owner's lot of equal priority to the lien for assessments provided for in Article IV, and, if not repaid to the Community Association within thirty (30) days after the Community Association gives notice to the lot owner of the *total* amount or amounts due from time to time, such lien may be enforced in accordance with applicable law.

Section 16. Recorded Easements.

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

ARTICLE V- GENERAL PROVISION

Section 1. Enforcement.

(a) Parties. Enforcement of these restrictions shall be by proceeding at law and/or in equity, brought by Developer and/or the Community Association, or in the absence of any such action, by any lot owner (although Developer and/or the Community Association shall at all times have the superior right to bring and/or assume and control the course of, as applicable, any such proceeding) against any party violating or attempting to violate any covenant or restriction or other provision of this Declaration, either to restrain violation, to direct restoration and/or to recover damages. Failure of any lot owner, Developer or the Community Association to demand or insist upon observance of any of the provisions of this Declaration, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or of the right to seek enforcement of that provision in that or any other case. Any such lot owner, Developer and/or the Community Association enforcing this Declaration shall be entitled to recover all costs and expenses incurred in connection with such action, including, without limitation, court costs and reasonable attorneys fees. Any award of damages received by Developer or the Community

Association in connection with any such action, and all costs and expenses incurred by Developer or the Community Association in connection therewith, shall constitute a lien upon the lot, of equal priority to the lien for assessments provided for in Article IV, and any award of damages received by any lot owner in connection with any such action shall accrue and inure to the sale benefit of and shall be paid to the Community Association.

(b) Liens. All liens created and/or imposed against any lot pursuant to the provisions of this Declaration may be enforced in accordance with the applicable provisions of Kentucky law, including the judicial foreclosure thereof and sale of the lot encumbered thereby, with the lot owner and any other persons responsible therefore remaining liable for any deficiency.

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

Section 3. Restrictions Run with Land.(a) Term. Extension. Unless cancelled, altered or amended under the provisions of this paragraph, the provisions of this Declaration shall run with the land and shall be binding on the lots, the owners of each lot and all parties claiming under them, for a period of thirty (30) years from the date this Declaration is recorded. After such thirty (30) years, this Declaration shall be deemed extended automatically for successive periods of ten (10) years, unless and until an instrument signed by at least seventy-five percent (75%) of the lot owners of the lots subject to this Declaration, as supplemented and/or amended, has been recorded in the aforesaid Clerk's office, agreeing to change this Declaration in whole or in part and the term hereof; provided, however, that if Developer, its designated successors or assigns, as applicable, then owns any lot, or any portion of Cowley Crossing, or if any portion of Cowley Crossing remains unplatted as a Subdivision, this Declaration and any Declaration applicable to any other Subdivision of Cowley Crossing may not be so changed; in whole or in part, without the prior written consent of Developer in its sole discretion. From the date of this Declaration and for so long hereafter as Developer, its designated successors or assigns, as applicable, owns any lot or any portion of Cowley Crossing (i) this Declaration may hereafter be unilaterally amended by Developer to bring the terms and provisions hereof in compliance with any applicable governmental law, rule, regulation, order, decree, judgment or ordinance, (ii) Developer retains the right to appoint all members of any architectural or building plan review and approval committee(s) of the Community Association or otherwise, organized for the purpose of approving building plans for any lot, and (iii) Developer may otherwise unilaterally amend this Declaration as Developer may elect in its sole discretion, provided, that any such amendment under this subpart (iii) shall not materially adversely affect the then existing private single-family residential nature of the developed sections of Cowley Crossing. At such time as neither Developer, its designated successors or assigns, as applicable, owns any lot or any portion of Cowley Crossing, or upon such earlier date as Developer may elect in its sole discretion by written notice given to the board of directors of the Community Association, this Declaration may thereafter be cancelled, altered or amended by the recordation of a document in the aforesaid Clerk's Office in which the Board certifies that such cancellation, alteration or amendment was executed by the owners of seventy-five percent (75%) of the lots subject to this Declaration, as supplemented and or amended. .

(b) No Effect on Easements. Notwithstanding any other provision of this Declaration to the contrary, no cancellation, alteration or amendment of this Declaration shall in any event (i) affect or impair the rights, privileges or easements granted pursuant to this Declaration in favor of Developer, its successors and assigns, any Utility Provider or other person or entity other than the lot owners, without the express written consent of the foregoing entities and such other persons and entities benefited thereby, or (ii) change the method of assessment or the obligations or duties of the Community Association without the prior written consent of Developer In its sole discretion.

(c) Appointment of Developer as Attorney-In-Fact. Until the Developer Its successors and assigns, conveys all lots and all Sections of Cowley Crossing, and for so long as any portion of the property subject to this Declaration or a Supplemental Declaration remains unplatted as Subdivisions by Developer, or until Developer shall otherwise declare, each lot owner, by the acceptance for a deed for such lot, does automatically and irrevocably appoint the Developer as the attorneys-in-fact and proxy for such lot owner, in the name and stead of such lot owner, (i) to act for such lot owner in executing any document or taking any action to amend this Declaration and/or the Articles or Bylaws of the owner to vote as a member of the Community Association on all matters coming before the members of the Community Association, and to cast such vote as Developer sees fit in its sole discretion. All actions so taken by the Developer as such attorneys-in-fact and proxy shall be fully binding upon the lot owner as if taken by the lot owner in its, his or her own name without acting through an

attorneys-in-fact and proxy. Such irrevocable appointment of Developer as attorney in-fact and proxy for each such lot owner is a power coupled with an interest.

Section 4. Amendments to Articles and Bylaws.

Nothing in this Declaration shall limit the right of the Community Association to amend, from time to time, its Articles of Incorporation and Bylaws.

Section 5. Non-Liability of the Directors and Officers. Neither Developer,, the Board nor the directors or officers of the Community Association shall be personally liable to the lot owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The lot owners shall indemnify and hold harmless each of the directors and officers of the Community Association and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws.

Section 6. Board's Determination Binding.In the event of any dispute or disagreement between any lot owners relating to Cowley Crossing, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Board shall be final and binding on each and all lot owners.

Section 7. Notices.Upon purchase of any lot, the purchaser thereof shall notify Developer and the Community Association in writing, sent to the address of Developer set forth above (or to such other address or to such other entity as shall be designated by Developer or the Community Association, whether by notice to lot owners or by the filing of a statement and/or declaration in the aforesaid Clerk's Office), of such purchase and shall set forth in writing the then existing address of such purchaser and the lot purchased. Any notice required to be sent to any lot owner pursuant to the provisions of this Declaration shall be deemed to have been properly given upon personal delivery, or when mailed, by ordinary mail, post-paid, to the last known address of the person or entity which appears as the lot owner on the records of Developer or of the Community Association at the time of such mailing, or as specified on the deed of the lot to such lot owner.

Section 8. Captions and Headings. All captions and headings used in this Declaration are for convenience of reference only and shall not affect the Interpretation of the provisions hereof.

Section. 9. Additional Rights of Developer. Notwithstanding any provisions contained in this Declaration to the contrary, so long as Developer owns any lots or other portions of the property subject to this Declaration or a Supplemental Declaration, it shall be expressly permissible for Developer to maintain and carry on upon portions of the common area and facilities thereon, such activities as, in the sole opinion of Developer, may be reasonably required, convenient or incidental to the construction, development, improvement and marketing of lots within Cowley Crossing, including, without limitation, business offices, signs and sales offices, and Developer shall have an easement for access to such facilities. The right to maintain and carry on such activities shall include specifically the right to use any community center or similar facility, which may be owned by the Community Association, or otherwise be located on the common area for such purposes. Further, no person or entity shall be entitled to use the words Cowley Crossing Subdivision or "The Cowley Crossing Homeowners Association," or any derivative of any of the foregoing, or logos used in connection therewith, in any printed, radio or television advertisements or programming, or other promotional materials, without the prior written consent of Developer in its sole discretion; provided, however, that lot owners may use the terms Cowley Crossing Subdivision and the like in printed or promotional matter where such term is used solely to specify that particular property is located within Cowley Crossing.

Section 10. Reservation of Easement. Developer hereby reserves, grants and conveys unto itself, its successors and assigns, a perpetual easement 10 feet on side, 15 feet in rear and 20 feet in front, and along the boundaries of each lot, plus rights of ingress and egress and access on and over each lot to such easement for utility services, access, drainage, construction, grading, and fill, and such other use as Developer shall determine in its reasonable discretion, which easement is reserved, granted and conveyed for the benefit of Developer, its successors and assigns, and of any lot or other portion of Cowley Crossing, and other persons or entities, selected by Developer in its sole discretion; provided, that sidewalks, driveways and other structures approved pursuant to Article III above, and utilities to serve such lot, shall be permitted to cross such easement.

Section 11. Developer's Rights to Complete Development. No provision of this Declaration

shall be construed to prevent or limit Developer's rights to *complete* the development, construction, promotion, marketing, sale and leasing of lots developed from within Cowley Crossing; to construct or alter improvements on any real property owned by Developer, its successors and assigns, or any of their affiliated entities as determined by Developer, within the boundaries of the property subject hereto; to maintain model homes, offices for construction, sales or leasing purposes or similar facilities on any property owned by Developer, its successors and assigns, or owned by the Community Association within the boundaries of the property subject hereto or to a Supplemental Declaration; or to post signs incidental to the development, construction, promotion, marketing, sale and leasing of such property. Nothing contained in this Declaration shall limit the rights of Developer or require Developer to obtain approval for any matters whatsoever, including, without limitation, to: (a) excavate, cut, full or grade any property owned by Developer, its successors and assigns, or to construct, alter, remodel, demolish or replace an improvements on any portion of the common area or any property owned by Developer, its successors and assigns; (b) use any structure on any portion of the common area or any property owned by Developer, its successors and assigns, as a construction, model home or real estate sales or leasing office; or (c) construct any residence for resale or any other structure within Cowley Crossing. Nothing in this Section 11 shall limit or impair the reserved rights of Developer as elsewhere provided in this Declaration, and Developer shall be generally exempt from the application of the covenants, conditions and restrictions imposed by this Declaration except as it may from time to time elect in writing in its sole discretion.

Section 12. Developer's Approval of Conveyances or Changes in Use of Common Area

The Community Association shall not, without first obtaining the prior written consent of Developer, convey, mortgage, change or alter the use of the common area.

Section 13. Reservation of Additional Easements, Exceptions and Exclusions.

Developer reserves to itself and hereby grants to the Community Association the concurrent right to establish from time to time, by declaration or otherwise, utility and other easements, permits, or licenses over the common area for purposes including but not limited to streets, paths, walkways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions, and exclusions consistent with the ownership of Cowley Crossing for the best interest of the lot owners and the Community Association, in order to serve the lot owners within Cowley Crossing as initially built and expanded. Developer further reserves the right to establish from time to time, by dedication or otherwise, utility and other easements, and to create other reservations, exceptions, and exclusions convenient or necessary for the use and operation of any other property of Developer, as long as it does not unduly hamper the enjoyment of Cowley Crossing, as built or expanded, by the lot owners.

Section 14 Drainage Easement.

An easement is hereby reserved to the Developer and granted to the Community Association, and their respective officers, managers, agents, employees, successors, and assigns to enter upon, across, over, in, and under all lots and any portion of the common area for the purpose of changing, correcting, or otherwise modifying the grade or drainage channels of the common area so as to improve the drainage of water on the common area. Reasonable efforts shall be made to use this easement so as to disturb as little as possible the uses of the lot owners of their lots, to prosecute such drainage work promptly and expeditiously, and to restore any areas affected by such work to a slightly and usable condition as soon as reasonably possible following such work. Developer, or its officers, agents, employees, successors and assigns must inform and obtain the approval of the Board prior to undertaking such drainage work, which approval shall not be unreasonably withheld, delayed or conditioned.

Section 15 Owners under Original Declarations.

All residences and structures built by lot owners prior to the Effective Date shall be deemed to comply with this Declaration if such residences and structures comply with the Original Declarations and such lot owners shall not be required to comply with Article III, Section 6(a) of this Declaration. No lot owners who purchased their respective lot prior to January 1, 2008 shall be subject to the Initial Assessment. All other covenants, conditions and restrictions set forth in this Declaration, not excepted by this Section 15, shall remain in full force and effect to all lot owners.

In Witness Whereof the parties hereto have executed this instrument, pursuant to resolution herein adopted, this _____ day of _____ 2007.

HARDIN COUNTY DEVELOPERS INC.

BY: _____

BY: _____

STATE OF KENTUCKY:
COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this _____ day of _____, 2007 by _____.

My Commission expires: _____
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This document prepared by Jerldean Howard, 59 Dawson Lane, Radcliff, Kentucky 40160.

Signature

Print Name