

**DECLARATION OF RESTRICTIVE COVENANTS
OF LEXINGTON STATION SUBDIVISION**

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration"), made, published, executed and delivered by Lexington Station, LLC, a Kentucky limited liability company, whose principal office address is 753 Bakerfields Way #102, Bowling Green, KY 42104 (herein, the "Declarant" and/or the "Developer").

WHEREAS, the Declarant is the owner of real property comprised of 41.582 acres, more or less, by deed of record in Deed Book 1240, Page 42, in the office of the County Clerk's for Warren County, Kentucky;

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

WHEREAS, Declarant further desires to establish for Declarant's benefit and the mutual benefit and advantage of all future Owners (as defined herein) and occupants of Lexington Station Subdivision or any portion thereof, certain rights, easements, privileges, obligations, restrictions, covenants, and regulations governing the use and occupancy of Lexington Station Subdivision.

NOW, THEREFORE, Declarant for the purposes set forth above and further hereinafter set forth, declares as follows:

ARTICLE I

Definitions

The following words when used in this Declaration or any supplemental or amended declaration hereto (unless the context shall prohibit such) shall have the following meanings:

(a) "Architectural Review Committee" or "ARC" shall mean and refer to the Developer until the Developer no longer owns any Lot (excluding any Lot sold and reacquired by Developer) in Lexington Station Subdivision (as defined herein), or until such time as the Developer shall have relinquished its authority to act as the ARC in writing addressed to the Association (as defined herein), after which the Architectural Review Committee or ARC shall mean and refer to the Association, acting through its Board of Directors or such Committee consisting of three or more Members as may be appointed by the Board of Directors of the Association.

(b) "Assessments" shall mean and refer to any assessment, special assessment, fee or any charge for money of any nature for which a Lot Owner is obligated to the Association.

(c) "Association" shall mean and refer to Lexington Station Homeowners' Association, Inc.

(d) "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

(e) "Building" shall mean and refer to the single-family residential building and any garage or accessory building which may be built on each lot.

(f) "Declaration" shall mean and refer to this Declaration of Restrictive Covenants applicable to Lexington Station Subdivision and which is recorded in the office of the Warren County Clerk in Bowling Green, Kentucky.

(g) "Lexington Station Subdivision" or "Lexington Station" shall mean and refer to Lots ~~1-48~~ of that certain residential community known as Lexington Station Subdivision, which is being developed on real property now owned by the Developer in Warren County, Kentucky, and shown on the Plat attached hereto as **Exhibit A**.

(h) "Lot" shall mean and refer to any plot of land to be used for single-family residential purpose and so designated on the Plat,

(i) "Member" shall mean and refer to any person or persons who shall be an Owner, and as such shall be a Member of the Association.

(j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Lot which is part of Lexington Station, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

(k) "Plat" shall mean and refer to the plat of [Lexington Station], of record in Plat Book 46, Pages ~~497-98~~ in the office of the Warren County Clerk, and any additional or amended plats filed in regard to Lexington Station.

(l) "Person" shall mean and refer to a natural person, as well as corporation, partnership, firm, association, trust, or other legal entity. The use of the masculine pronoun shall include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

(m) "Property" or "Properties" shall mean and refer to any and all of that certain real estate, exclusive of public streets, shown on the Plat, together with any other real property which the Developer or the Board approves, as provided in this Declaration, for inclusion in Lexington Station and to be subject to this Declaration.

ARTICLE II

Properties Subject to this Declaration; Duration

SECTION ONE. Subjection of the Properties to Declaration. The Declarant, as legal title holder in fee of the Properties, hereby submits and subjects the Properties to the provisions of this Declaration. This Declaration shall constitute covenants running with the land and binding upon all parties now owning or hereafter having or acquiring any right, title or interest in the Properties or any part thereof, and shall inure to the benefit of each Owner hereof. Every person hereafter acquiring a Lot, by acceptance of a deed to any interest in a Lot or any portion of the Properties shall accept such interest subject to the terms of this Declaration, and by acceptance of the same shall be deemed to have consented to and agreed to be bound by the terms, conditions, and covenants of this Declaration.

SECTION TWO. Duration. Unless terminated, this Declaration and the covenants, restrictions, and other provisions hereof shall continue into perpetuity; provided, however, that if any term or provision hereof would otherwise be void or voidable for violation of any rule against perpetuities or any other common law or statutory rule limiting the duration of such term or provision, such term or provision shall be effective only until the date that is twenty-one (21) years after the death of the last surviving descendant, living as of the date hereof, of the President of the United States serving on this date or any former President of the United States alive as of the date hereof. All Covenants, restrictions, rights, benefits and privileges of every character imposed by this Declaration shall be deemed and taken to be Covenants running with the land, and shall bind any person having at any time any interest or estate in said land and shall insure to the benefit of such future owner or occupant.

ARTICLE III

Architectural Review

SECTION ONE. Approval of Plans and Specifications. No house, building, fence, gazebo, outbuilding, wall, swimming pool or other structure of any type, including a detached garage, shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or alteration therein be made, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing by the ARC, as to harmony of external design and location in relation to surrounding structures and topography and as to compliance with this Declaration. Submissions to the ARC must be made using the Lexington Station ARC Submission Form and instructions given with said Form. The ARC shall, at its sole discretion, retain the right to disapprove building plans and specifications that it determines are not in harmony with the intended design of Lexington Station Subdivision. Such disapproval may follow even though submitted plans meet all other requirements and guidelines, including square footage minimums, as outlined below. In the event the ARC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required and this Section will be deemed to have been fully complied with. The ARC may vary the established building lines, in its sole discretion, where such variance is not in conflict with applicable zoning regulations. No building shall be constructed except in accordance with the plans and specifications approved by ARC.

SECTION TWO. Construction and Foundation Location Approval. The Owner, prior to the commencement of construction, shall cause a licensed surveyor or licensed engineer to locate the building on the Lot in accordance with the site plan submitted and approved as set forth in Section One of this Article.

SECTION THREE. Building Materials. The exterior of all buildings (residential structures) shall be constructed of brick, stone, EFIS, cementitious siding, LP smart siding or other modern materials. Vinyl, if utilized, shall be limited to soffits and trim. Foundations shall be either brick or stone, or a combination of both, and shall extend to the ground level. Exposed plain face block and split face block are prohibited.

SECTION FOUR. Floor Areas; Height; Garages. Each residence shall have at least a two-car attached garage. Each residence on any Lot shall have a minimum of two thousand two hundred fifty (2,250) square feet of heated living space exclusive of garages and porches. The floor areas referred to in this section are those areas that are heated and cooled finished living

space, and shall not include finished basement areas, even if said areas are heated and cooled. No residential structure or other building or structure on any Lot shall be higher than two stories in height. Sideload garages are preferred, but some forward-facing garages may be approved as long as not on wall more than six (6) feet forward prominent, have single garage doors and desirable design elements such as offsets, differing materials and/or features that enhance the overall appearance of the home. Plaza style and street facing in corner lot garage entrances should have similar characteristics and will be considered on a case-by-case basis at the discretion of the ARC.

SECTION FIVE. Landscaping, Driveways, and Outside Areas. All driveways and street sidewalks must be finished within ninety (90) days of occupancy of the residence. Driveways and street sidewalks must be entirely surfaced with concrete, except that Driveways surfaced with masonry pavers may also be permitted but only after approval by the ARC on a case-by-case basis under the provisions of Article III, Section One of this Declaration. After the construction of a residence, the Owner shall within sixty (60) days install sod and underground irrigation in at least the front yard of the Lot of the residence and plant grass on the remainder of the Lot and shall install foundation landscaping in keeping with the character of the surrounding Lots. Corner lots shall include sod and underground irrigation on the side yard to the rear lot line. All grass between the street curb and public sidewalk shall also have sod and underground irrigation installed by the Owner. Landscaping shall also include at a minimum, at least, two (2) trees of at least two (2) inches in diameter in the front yard of each house on each lot. No trees or shrubs shall be installed in the area of the yard existing between the street curb and sidewalk. All mechanical equipment, utility facilities, solid waste receptacles and similar service areas shall be screened from public view. A plan in compliance with this section shall be submitted to and approved by the ARC prior to beginning installation.

SECTION SIX. Mail and Paper Boxes. Cluster mailboxes shall initially be provided by the Developer and shall thereafter be maintained and replaced by the Association. Individual newspaper boxes are prohibited.

SECTION SEVEN. Drainage and Culverts. Drainage of each Lot shall conform to the general drainage plans for the development as platted and approved by the Warren County Planning Commission. Owners shall not be permitted to change the ditch line and elevation as approved by the Planning Commission. Any destruction to the seeding and sodding of the road shoulder, ditch, or yard shoulder shall be the responsibility of the Owner to repair. All portions of any driveway, culverts, or gradings shall be constructed in accordance with the Plat in such a manner as the streets will not be disqualified for acceptance into the road system of Warren County. Headwalls shall not be permitted. Each Owner shall, upon acquisition of a Lot, and at all times thereafter, be responsible for compliance with all local, state, and federal laws, rules, and regulations, as they exist from time to time relating to storm water runoff, storm water quality, erosion control, and silt control and prevention, and similar issues relating to storm water. Each Owner shall be responsible for submitting any required documentation, including any required Letter of Intent to the Kentucky Division of Water for the Lot.

SECTION EIGHT. Garages; Detached Buildings. The location, orientation, building material and style of all garages and detached buildings must be approved by the ARC under the provisions of Article III, Section One of this Declaration.

SECTION NINE. Construction Procedures. Each Lot Owner is responsible for monitoring and policing the Lot during construction and shall maintain the construction site in a neat and orderly manner. Construction materials may be stored only on the Lot on which construction is taking place. Construction workers are allowed only on the Lot on which construction is taking place. No other Lot may be used for parking vehicles or equipment. Damage to other Lots occurring as a result of construction must be repaired, regraded and seeded as necessary. No trash or debris shall be allowed to escape from the Lot under construction and all trash and debris shall be regularly removed from the Lot. Any mud, gravel, or debris from a construction site which enters a street shall be promptly removed and the street cleaned. The Developer, so long as Developer retains the authority to act as the ARC, and/or the Association, acting through its Board of Directors shall have the authority to remedy the requirements of this Section if not remedied by the Lot Owner within three (3) days of written notice to the Lot Owner and shall thereafter assess the Lot Owner for expenses related to the remedy and place a lien on the property if not paid by the Lot Owner within seven (7) days of invoice date. No burning of construction materials should be permitted on the site except for minimal burning solely for the purpose of warmth, for workers and only in compliance with all governmental regulations. The final grading of the Lot shall substantially conform to the developer's engineered original drainage plan by the City-County Planning Commission of Warren County, Kentucky. The Owner shall supply all necessary portable toilets, trash dumpsters or other facilities for trash disposal. All residences shall be substantially completed within twelve months from issuance of a building permit. For the purposes of the preceding sentence, "substantially completed" shall include completion of sidewalks, exterior steps, patios, landscaping, seeding, sodding, and driveway installation.

SECTION TEN. Fences, Walls. All fences and walls must be approved by the ARC. No Fence shall be approved forward of the rear corner of the residence. On corner lots, fences shall be no closer to the side street than the rear corner of the house. Fences shall be no less than three (3) feet tall and no more than six (6) feet tall and must be constructed of vinyl, aluminum, or wood materials, or any other material approved by the ARC. No chain link fences shall be permitted.

SECTION ELEVEN. Roofs. The primary roof of all residential structures must be constructed with a minimum pitch of 9/12 unless approved by the ARC on a case-by-case basis under the provisions of Article III, Section One of this Declaration.

SECTION TWELVE. Storage Tanks. No above ground storage tanks shall be permitted.

ARTICLE IV

Use Restrictions

SECTION ONE. Land Use. No Lot shall be used except for private single family residential purposes. Short term rentals (e.g. Airbnb and VRBO) of any kind are prohibited regardless of whether permissible under the Warren County Zoning Ordinance.

SECTION TWO. Setbacks. No structure shall be located on any Lot nearer to any Lot line than the maximum building setback lines, or which interferes with any easement as shown on the Plat.

SECTION THREE. Nuisances. No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

SECTION FOUR. Use of Other Structures and Vehicles.

- (a) No structure of a temporary character shall be permitted on any Lot except temporary tool sheds, field offices, or field sales offices, used by a builder or the Developer, which shall be approved by the Developer and removed when construction or development is completed.
- (b) No outbuilding, trailer, recreational vehicle, bus, basement, tent, shack, garage, barn or structure other than the main residence erected on a Lot shall at any time be used as a residence, temporarily or permanently, with limited exception of any guesthouse or pool house approved by the ARC under Article III, Section One, and provided such is permissible under the Warren County Zoning Ordinance.
- (c) No trailer, recreational vehicle, bus, boat, motorcycle, motor home, utility trailer, commercial truck, or commercial vehicle shall be parked or kept on any Lot at any time unless housed in a garage or basement. No inoperable automobile, trailer, recreational vehicle, bus, or boat shall be parked or kept for longer than twenty-four (24) hours on any Lot (except in the garage or basement). No trailer, boat, commercial truck, or any other motorized or non-motorized vehicle, except a personal vehicle such as an automobile or pickup truck, shall be parked on any street. All parking on streets shall be prohibited, except only for occasional social events.

SECTION FIVE. Animals. No animals, including reptiles, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided that they are not kept, bred, or maintained for any commercial or breeding purposes. No household pets, including dogs and cats, shall be allowed outside of a residence, unaccompanied by its owner unless confined to the rear of the Lot within a fence or other structure approved by the ARC. No pet will be allowed off the Owner's Lot except on a leash.

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

SECTION SEVEN. Solar Panels. No solar panels shall be permitted unless approved by the ARC on a case-by-case basis under the provisions of Article III, Section One of this Declaration.

SECTION EIGHT. Satellite Dishes and Antennas. Satellite dishes and antennas visible from exterior ground or street level are prohibited.

SECTION NINE. Business Home Occupations. No business home occupations shall be allowed except in compliance with the Zoning Ordinance/Resolution of Warren County, Kentucky, and except as permitted by ARC.

SECTION TEN. Signs. No sign for advertising or for any other purpose shall be displayed on any Lot or on a building or a structure on any Lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than eight (8) square feet; except that Developer shall have the right to erect larger signs when advertising the development. This restriction shall not prohibit placement of occupant name signs and Lot numbers as allowed by applicable zoning regulations.

SECTION ELEVEN. Garbage and Refuse. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Garbage and refuse which are stored outside shall be placed in suitable containers which shall be concealed by means of a screening wall or material similar with that of the building or by sufficient landscaping to provide a permanent screen at all times of the year; provided, however, that rubbish, trash or garbage fully contained in enclosed garbage containers or in recycle containers, may be placed at street side or elsewhere for pickup for a period not exceeding twenty-four (24) hours. No materials, supplies or equipment shall be stored except inside a closed building or behind a visual screen so as not to be visible. No unsightly growth shall be permitted to grow or remain upon any Lot and no refuse pile or other unsightly object shall be allowed to be placed or remain anywhere thereon. In the event any Owner shall fail or refuse after a fifteen (15) day notice delivered or mailed to his last known address to keep his lot free of such unsightly growths or objects, the Developer or the Association may enter upon the Lot and remove the same at the expense of the Owner and such entries shall not be deemed as trespass. Any cost or expense so advanced shall be immediately paid by the Lot Owner upon receipt of an invoice from the Developer or the Association and such amount shall become a lien on the Lot which shall be collectible and enforceable as an unpaid Assessment.

SECTION TWELVE. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of any Lot, nor any part thereof; all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

SECTION THIRTEEN. Repair of Vehicles. No vehicles of any type shall be parked on a Lot for purposes of accomplishing repairs thereto or the reconstructions thereof. This restriction shall also apply to all vehicles not in operating condition.

SECTION FOURTEEN. Outside Appliances. No window air conditioners may be used on the Property. No exterior antenna over two feet in diameter shall be permitted on the Property. The prohibition on antennas includes structures for the transmission or reception of television and/or radio signals.

ARTICLE V

Exterior Maintenance

It shall be the duty of each Owner to keep the grass on the Lot properly cut, to keep the Lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Grass lawns completed under Article III, Section Five shall not contain any large or predominant areas of visible dirt. Grass on vacant Lots shall not be allowed to grow more than ten (10) inches before mowing is required and grass on Lots with residences shall not be allowed to grow to more than six (6) inches before mowing is required.

All structures and fences shall be kept in a well maintained condition with all repairs kept current.

The Developer, so long as Developer retains the authority to act as the ARC, and/or the Association, acting through its Board of Directors shall have the authority to remedy the requirements of this Section if not remedied by the Lot Owner within three (3) days of written notice to the Lot Owner and shall thereafter assess the Lot Owner for expenses related to the remedy and place a lien on the property if not paid by the Lot Owner within seven (7) days of invoice date.

ARTICLE VI

Easements

Permanent easements for installation and maintenance of utilities and drainage facilities within the property and landscaping along Dillard and Bettersworth Roads are reserved as shown on the Plat. A temporary construction easement twenty-five (25) feet to each side of any easement shown on the Plat is reserved for the use of Developer until such time as all improvements in the Lexington Station Subdivision have been dedicated to and accepted by the appropriate governmental authority. Within the maintenance and utility easements no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE VII

General Provisions

SECTION ONE. Enforcement; Lien. The Developer or the Association shall have the right to enforce by any proceeding, at law or in equity, all restrictions, conditions, and covenants, now or hereafter imposed by the provisions of this Declaration. Failure of the Developer or the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so hereafter. Upon the failure of any Lot Owner to comply with any condition or requirement of this Declaration, Developer, or the Association after architectural control shall have transferred to the Association, may take such action as is necessary to comply therewith. Notwithstanding any other provision of this Declaration, any expense of any nature incurred by the Developer, the Association, or the ARC enforcing any provision of this Declaration against a Lot Owner shall be collectible and enforceable as an Assessment and shall constitute a lien on the Lot as provided herein. Whenever the Developer, the Association, or the ARC shall enter upon any Lot in the performance of its duties hereunder, or to remedy or to inspect for or remedy any violation of this Declaration, such entry shall not constitute a trespass. The Owner shall reimburse the Developer and/or the Association for all expense incurred in connection with the enforcement of this Declaration. Such expense, together with all expenses relating to the enforcement of this Declaration, including court costs, attorney's fees, and other fees and expenses, shall constitute a lien on the lot and the Developer and/or Association may, but shall not be required to, file a notice of such lien in the office of the Warren County Clerk. Any lien created by this Declaration shall be deemed to be subordinate to any mortgage granted by a Lot Owner to a lender.

SECTION TWO. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION THREE. Amendment. The Developer shall have the authority to amend this Declaration at any time, so long as the Developer remains an owner of any portion of the Property (excluding any lot sold and reacquired by Developer). After the Developer shall have lost its authority to amend this Declaration by no longer remaining an owner of any portion of the Property (excluding any lot sold and reacquired by Developer), this Declaration may be amended by an instrument signed by not less than 85% of the Owners of the Lots. Any amendment must be recorded and shall only be effective when placed of record in the appropriate public records of Warren County, Kentucky.

SECTION FOUR. Additional Property. For a period of five (5) years after the date on which this Declaration is recorded in the office of the Warren County Court Clerk, Developer shall have the right, without the need for approval of any Owner or of the Association, to add additional real property to Lexington Station Subdivision and/or make additional real property subject to the provisions of this Declaration. Thereafter, the Association, acting by majority vote of the Board, shall have such authority.

SECTION FIVE. Rights and Obligations. Each Lot Owner, by acceptance of a deed of conveyance to a Lot, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All future Lot Owners and occupants shall be subject to and shall comply with the provisions of this Declaration. All rights, benefits, and privileges of every character imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Grantee in like manner, as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

SECTION SIX. Development Plan Conditions. In the event of any conflict between the terms of this Declaration and the terms in any Development Plan Conditions approved by the City-County Planning Commission of Warren County, Kentucky and recorded in the office of the Warren County Court Clerk, the provisions of such Development Plan Conditions shall control.

ARTICLE VIII

The Association

SECTION ONE. Membership. The Owner of any Lot, including the Declarants and the Developer, upon acquiring record title, shall automatically then become a Member of the Association and shall remain a Member until he is no longer the record title Owner of said Lot for any reason, at which time his Membership in the Association shall automatically cease. Membership is mandatory upon acquisition of ownership of a Lot. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

SECTION TWO. Voting.

(a) **Number of Votes.** The Association shall have two (2) classes of voting Membership:

i. **Class A:** Class A Members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. If more than one person is the Owner of a Lot, the vote for such Lot shall be exercised as the Owners determine among themselves, but in no event shall more than one vote be cast with respect to any Lot. The vote for each Lot must be cast as a unit; and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves, then they shall lose their vote.

ii. **Class B:** The Class B Member shall be the Developer which shall be entitled to five (5) votes for each Lot owned by the Developer, and Developer shall be deemed to be the Owner of five (5) Lots for every whole acre for which a subdivision into lots has not yet occurred. Class B Membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

A. When the total votes outstanding in the Class A Membership equal or exceed the total votes outstanding in the Class B Membership.

B. Whenever, in its discretion, the Developer so determines.

SECTION THREE. Duties of the Association. In addition to the powers delegated to it by the above-mentioned Articles, and without limiting the generality thereof, the Association shall have the obligation to perform each of the following duties:

(a) **Operation and Maintenance of Common Areas and Landscape Easements.** To operate, maintain, and otherwise manage or provide for the operation, maintenance, and management of the Common Areas and areas within any landscape easement(s) which includes fencing, monuments, irrigation systems, lighting, grass/sod, vegetation and mulch in said areas, as well as any and all decorative street signage regardless of location. Decorative street signage shall be maintained in good condition and in accordance with original design as the County will not replace as decorative style if damage were to occur.

(b) **Assessments.** To levy Assessments on the Owners of Lots, and to enforce payment of such Assessments.

(c) **Rights of Enforcement.** The Association shall also have the power and authority from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of this Declaration and to enforce, by mandatory injunction or otherwise, all of the provisions hereof.

ARTICLE IX

Covenant for Maintenance Assessments

SECTION ONE. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree, for each Lot owned, to pay such Assessments as may be assessed hereunder and under the Bylaws of the Association. Any Assessment, and any other obligation of a Lot Owner to pay money to the Developer and/or Association, when established, shall, together with any reasonable attorney's fees, court costs, and other fees and expenses incurred by the Association in connection with collection and enforcement of same, shall become a charge with the land, and constitute a lien upon the Lot. In the event any Assessment remains unpaid for a period of thirty (30) days after written notification from the Association to the Lot Owner the Assessment is due, the Association shall be entitled, but not required, to place a Notice of Lien with respect to said assessment on said Lot of record in the Office of the Warren County Clerk. Any lien created by the Declaration shall be deemed to be subordinate to any mortgage granted by a Lot Owner to a lender.

SECTION TWO. Annual Assessments. From and after the date of the sale of the first Lot to anyone other than the Developer, the Association may set an annual assessment, same being billed on January 1st of each year, which shall be paid by all Owners, in advance, prorated so that the due date of the annual assessment for each subsequent year shall be on or before January 31st. Until such time as established otherwise, the annual assessment shall be Five Hundred and No 00/00 Dollars (\$500.00). A prorated annual assessment shall be collected by the Developer at the closing on the sale of each Lot by the Developer. The annual assessment shall be paid by all

Owners, said annual assessment taking into consideration current costs and those future needs which the Association decides to meet. Developer shall not pay an annual assessment on the Lots it owns.

SECTION THREE. HOA Initiation Fee. At each closing of the initial purchase of a lot, the lot purchaser shall pay a \$500 initiation fee to the Lexington Station Home Owners Association.

SECTION FOUR. Special Assessments. In addition to the annual assessments authorized herein, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any Association expense deemed reasonably necessary by the Association; provided, however, that any such special assessment shall have the assent of seventy percent (70%) of the votes available to Members present and voting in person or by proxy at an annual or special meeting of the Membership of the Association at which a quorum is present; provided, however, that no lot owned by Developer (except a Lot conveyed and reacquired by Developer) shall be subject to a special assessment. Such special assessments shall be due and payable on the date or dates which are fixed by the resolution authorizing such special assessment.

SECTION FIVE. Delinquency: All annual assessments will be due by January 31st of each year. Any annual assessment, special assessment or other charge owed by a Lot Owner, if not paid in full by the due date, shall bear interest at the rate of 12% per annum from the due date until paid.

ARTICLE X

Execution by Declarant and Owner Declarants

Declarant has executed this Declaration because of its ownership interest in the real property constituting Lexington Station Subdivision, for the purpose of subjecting such real property, and their interest therein, to the terms of this Declaration.

This 30th day of July, 2025.

DECLARANT:

LEXINGTON STATION, LLC

By: William Steve Harlan

Name: William Steve Harlan

Title: Member

COMMONWEALTH OF KENTUCKY

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COUNTY OF WARREN

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Acknowledged before me this 30 day of July, 2025, by William Steve Harlan, Member of Lexington Station, LLC, a Kentucky limited liability company, named above to be his free act and deed, on behalf of the company.



Hannah Bush Fowler
Notary Public, State-at-Large
My Commission Expires: 11-20-2028
Notary ID: KYNP18829

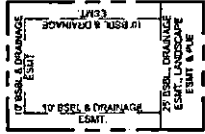
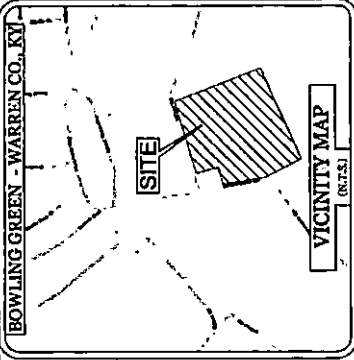
PREPARED BY:

BELL, ORR, AYERS & MOORE, P.S.C.
P.O. Box 738
1010 College Street
Bowling Green, KY 42102

By: _____

Tad T. Pardue

BOOK 46 PAGE 497



TYPICAL SETBACKS
UNLESS OTHERWISE NOTED
N.T.S.

LEGEND

- IRON PIN W/ 1" PLASTIC CAP STAMPED "JM MILLER PLS 3287" UNLESS NOTED
- MEANDER POINT
- CONCRETS RAW MONUMENT
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEAN OUT
- ANCHOR
- UTILITY POLE
- SIGNAL POLE
- ELECTRIC BOX
- ELECTRIC METER
- GAS VALVE
- WATER VALVE
- WATER METER
- FRESH HYDRANT
- GAS METER
- TELEPHONE PEDESTAL
- STORM SEWER MANHOLE
- DROP BOX INLET
- CURB BOX INLET
- LAMP POLE
- BUILDING SET BACK LINE
- EACH SIDE OF LINE
- PUBLIC UTILITY EASEMENT
- FISHED FLOOR ELEVATION

TOTAL AREA OF SURVEY
13,043 ± SQ. FT.
1.18 ± ACRES

- PROPERTY LINE
- SETBACK LINE
- EASEMENTS
- LOT LINE ABANDONED
- CENTERLINE
- BURIED ELECTRIC
- GAS LINE
- OVERHEAD UTILITIES
- BURIED TELEPHONE
- SANITARY SEWER LINE
- WATER LINE
- STORM SEWER LINE
- FENCE LINE
- DRAINAGE ESM.T.

UTILITY NOTES: ALL UTILITIES SHOWN IN THIS PLAT ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. WATER LINES AND GAS LINES ARE SHOWN WITHIN A 10' (8' E.S.A.) WATER LINE EASEMENT; ALL SEWER LINES SHOWN HEREON ARE WOOD SEWER LINES AND ARE WITHIN A 20' (10' E.S.A.) SEWER LINE EASEMENT.



SHEET 1 OF 2
PROJECT CLIENT:

SUBDIVISION PLAT
OF THE
LEXINGTON STATION, LLC PROPERTY
DILLARD ROAD, BOWLING GREEN, KENTUCKY

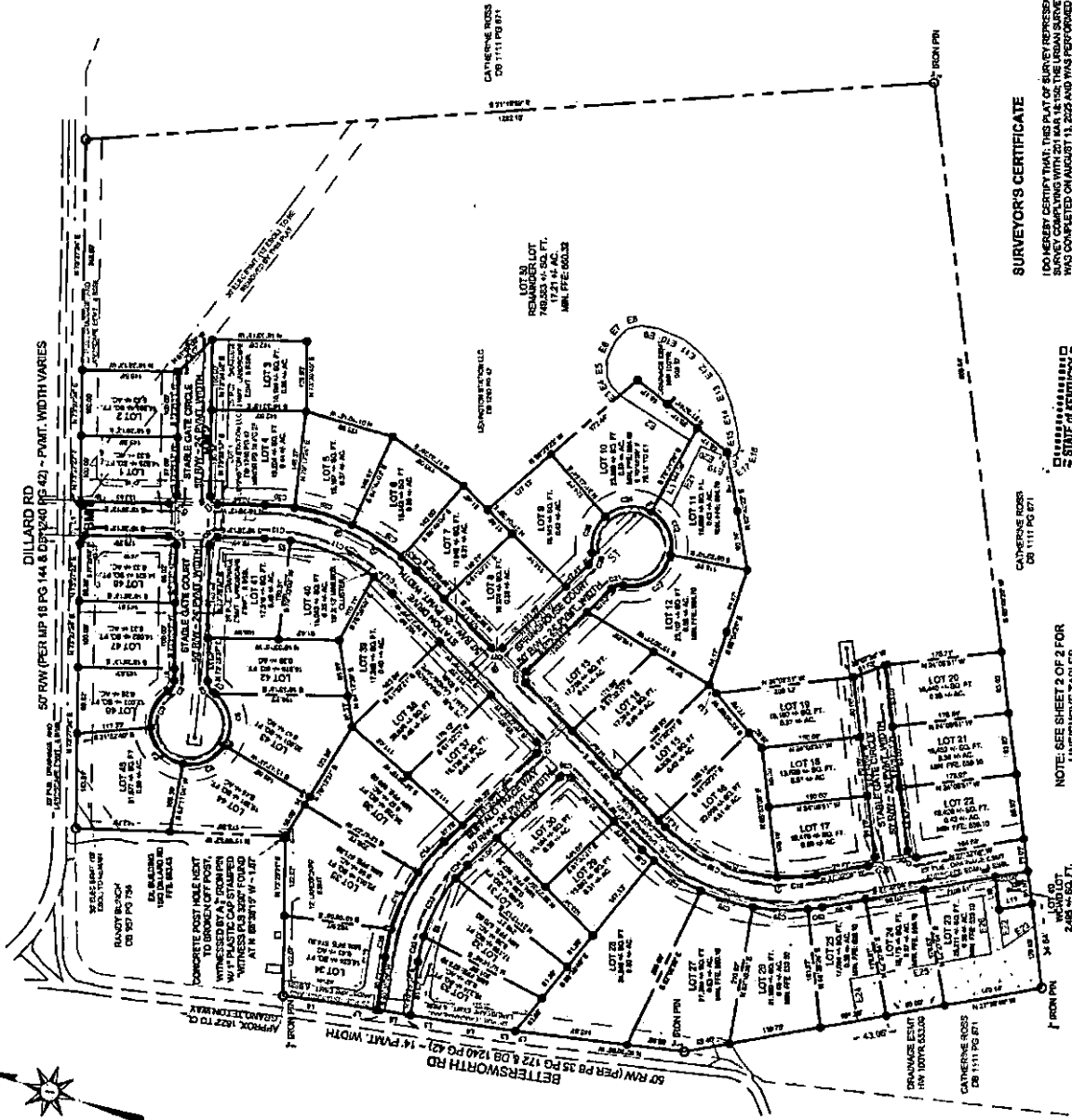
LEXINGTON STATION, LLC
753 BAKERFIELDS WAY, SUITE 102
BOWLING GREEN, KY 42101

DATE: 09-19-2025
SCALE: 1" = 120'
PROJECT NUMBER: 25-151-4

ARNOLD CONSULTING ENGINEERING SERVICES, INC.
P.O. BOX 1338 BOWLING GREEN, KY 42101
PHONE: (270) 760-9445



RECORDED
SEP 19 2025
Recorded September 19, 2025



SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT THIS PLAT OF SURVEY REPRESENTS A BOUNDARY SURVEY OF THE PROPERTY SHOWN THEREON AND THAT THE SURVEY WAS CONDUCTED ON AUGUST 13, 2025 AND WAS PERFORMED IN ACCORDANCE WITH THE KENTUCKY SURVEYING ACT AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING. I HAVE USED APPROPRIATE GPS METHODS FOR MEASURING RECOVERED MONUMENTS AND ESTABLISHING SURVEY CONTROL, AND I HAVE USED THE METHOD OF RANDOM TRAVERSE AND THE THEORETICAL UNCERTAINTY OF THE CORNERS ESTABLISHED HEREON TO DETERMINE THE ACCURACY OF THE SURVEY. THE SURVEY MEET OR EXCEEDS THE REQUIREMENTS FOR A SURVEY OF THIS CLASS AS SET FORTH IN THE KENTUCKY SURVEYING ACT AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING. I HAVE NOT BEEN ADJUSTED FOR CURVATURE AND ARE BASED ON GRID MATH AS ESTABLISHED BY STATE PLANE COORDINATES (SOUTH ZONE NAD 83) TO CORNERS TAKEN FROM STATE GPS OBSERVATION.

DATE: 09/17/25
DATE



NOTE: SEE SHEET 2 OF 2 FOR LINE/CURVE TABLES

PARCEL OWNER, ADDRESS, AND SOURCE OF TITLE
LEXINGTON STATION, LLC
753 BAKERFIELDS WAY, SUITE 102
BOWLING GREEN, KY 42101
DEED BOOK 1540 PAGE 42

GPS NOTE
THE SURVEY SHOWN HEREON IS BASED ON GPS DATA COLLECTED BY ACES USING BOTH STATIC & RTK METHODS WITH DUAL FREQUENCY TOPCON TRIMBLE (GDH) RECEIVERS. THE ENTIRETY OF THE DATA WAS COLLECTED IN REAL TIME AND THE DATA WAS CHECKED FOR WHEN ACCEPTABLE AND BY CONVENTIONAL MEANS. PROBABLY CONTROL POINTS WHEN NECESSARY, THE ACCURACY OF THE CONTROL POINTS WAS CHECKED BY MEASURING TO A KNOWN MONUMENT. REDUNDANT MEASUREMENTS WERE TAKEN TO ENSURE THE QUALITY OF THE GPS DATA USED TO ESTABLISH CORNER MONUMENTS.

CERTIFICATE OF OWNERSHIP, ACCESS, EASEMENT AND DEDICATION

HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I HEREBY GIVE UP MY RIGHT OF EASEMENT WITH FREE CONSENT...

OWNER: NICK & DINA 9-17-25
DATE: 9-17-25

BOUNDARY CURVE TABLE

Table with columns: CURVE NO., BEARING, DISTANCE, CHORD BEARING, CHORD DISTANCE, DELTA ANGLE.

BOUNDARY LINE TABLE

Table with columns: LINE NO., BEARING, DISTANCE.

BENCHMARK DATA
BENCHMARK 1
FACED TOP OF PLASTIC CAP STAMPED
N 181°02'34" W
E 11.04203'
ELEV: 1062.71

EASEMENT LINE TABLE

Table with columns: LINE NO., BEARING, DISTANCE.

DOCUMENT NO: 2126861
RECORDED: September 23, 2025 09:10:00 AM
TOTAL FEES: \$77.00
COUNTY CLERK: LYNETTE YATES
DEPUTY CLERK: AMANDA LATHAM
COUNTY: WARREN COUNTY
BOOK: D1330 PAGES: 139 - 152

GENERAL NOTES

- 1. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE THE LEXINGTON STATION, LLC PROPERTY AS PREVIOUSLY RECORDED IN DEED BOOK 148 PAGE 42 INTO 42 LOTS AS SHOWN HEREON AND DEDICATE RIGHT OF WAY FOR STABLE GATE CIRCLE, STABLE GATE CIRCLE, TRILLIUM DRIVE, BIRCHDALE TRACE, HWY 1 AND SPRINGHOUSE COURT.
2. THE PROPERTY SHOWN HEREON IS SUBJECT TO ANY AND ALL LEGAL EASEMENTS AND RIGHT OF WAY RECORDS AND ANY OTHER RECORDS WHICH MAY BE ON FILE WITH THE COUNTY CLERK'S OFFICE.
3. THE PROPERTY SHOWN HEREON DOES NOT LIE IN A FLOOD PRONE AREA ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS FOR WARREN COUNTY, KENTUCKY.
4. THE LOCATION OF ALL UTILITIES SHOWN HEREON IS BASED ON THE FIELD LOCATION OF FOUND VISIBLE STRUCTURES OR AS DETERMINED BY THE PROPERTY OWNER'S RECORDS. THERE MAY BE OTHER UNDERGROUND UTILITIES LOCATED ON THE PROPERTY SHOWN HEREON. NO GUARANTEE IS EXPRESSED ON BEHALF OF THE ACTUAL LOCATION OF SAID UTILITIES.
5. ALL IRON PINS SET ARE 1/2" X 18" PINS SET WITH 1" YELLOW PLASTIC CAP STAMPED "1, ARNOLD PLUS 204" UNLESS OTHERWISE NOTED.
6. A BOUNDARY SURVEY DOES NOT DETERMINE LAND OWNERSHIP. A PROFESSIONAL LAND SURVEYOR ONLY PROVIDES AN UNBIASED DEPENDABLE BOUNDARY LINES WHICH MAY OR MAY NOT BE HELD BY A COURT OF LAW UNWRITTEN RIGHTS MAY OR MAY NOT EXIST ON SUBJECT PROPERTY.
7. AT THE PROPERTY OWNER'S OR HOMEOWNER ASSOCIATION'S DISCRETION, THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ANY PORTION OF A STABLE GATE CIRCLE, TRILLIUM DRIVE, BIRCHDALE TRACE, HWY 1 AND SPRINGHOUSE COURT. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ANY PORTION OF A STABLE GATE CIRCLE, TRILLIUM DRIVE, BIRCHDALE TRACE, HWY 1 AND SPRINGHOUSE COURT. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR MAINTENANCE OF ANY PORTION OF A STABLE GATE CIRCLE, TRILLIUM DRIVE, BIRCHDALE TRACE, HWY 1 AND SPRINGHOUSE COURT.
8. THE HOME TO BE BUILT ON LOT 1 SHALL FACE STABLE GATE CIRCLE. THE HOME TO BE BUILT ON LOT 48 SHALL FACE STABLE GATE CIRCLE. THE HOMES TO BE BUILT ON LOT 4, 11, 13, 17, AND 28 SHALL FACE STATION DRIVE.
9. PROPERTY IS ZONED RS-1A IN ACCORDANCE WITH THE DEVELOPMENT PLAN CONDITIONS ARE RECORDED IN CLU 11 PAGE 844.
10. DECLARATION OF RESTRICTIVE COVENANTS ARE RECORDED IN DEED BOOK _____ PAGE _____
11. LOT 49 IS NOT A BUILDING LOT OF RECORD BUT IS TO BE USED FOR UTILITY PURPOSES ONLY.

CERTIFICATE OF APPROVAL OF RECORDING

THIS IS TO CERTIFY THAT THE EASEMENT, ACCESS, EASEMENT AND DEDICATION HAS BEEN RECORDED IN DEED BOOK 148 PAGE 42.

DATE: 9-18-25
COUNTY CLERK: LYNETTE YATES

CITY-COUNTY PLANNING COMMISSION

CERTIFICATE OF APPROVAL OF RECORDING
THIS IS TO CERTIFY THAT THE EASEMENT, ACCESS, EASEMENT AND DEDICATION HAS BEEN RECORDED IN DEED BOOK 148 PAGE 42.

DATE: 9-18-25
COUNTY CLERK: LYNETTE YATES

LAND SURVEYORS CERTIFICATE

HEREBY CERTIFY THAT THE PLAT REPRESENTS AN ACCURATE AND COMPLETE SURVEY OF THE PROPERTY SHOWN AND DESCRIBED HEREON.

DATE: 9-18-25

Digital Signatures Verified By Staff

DIGITAL SIGNATURES VERIFIED BY STAFF
DATE: 9-18-25

WARREN COUNTY WATER DISTRICT

THE WATER DEPARTMENT HAS REVIEWED THIS PLAT AND DETERMINED THAT THE WATER SERVICE CONNECTIONS SHOWN ON THIS PLAT ARE IN ACCORDANCE WITH THE WATER DISTRICT'S REQUIREMENTS.

DATE: 9-18-25

WARREN RURAL ELECTRIC

WARREN RURAL ELECTRIC HAS REVIEWED THIS PLAT AND DETERMINED THAT THE ELECTRICAL SERVICE CONNECTIONS SHOWN ON THIS PLAT ARE IN ACCORDANCE WITH THE WARREN RURAL ELECTRIC'S REQUIREMENTS.

DATE: 9-18-25



PUBLIC WORKS CERTIFICATION
THE PUBLIC WORKS DEPARTMENT HAS REVIEWED THIS PLAT AND DETERMINED THAT THE ROADWAY AND UTILITY LOCATIONS SHOWN ON THIS PLAT ARE IN ACCORDANCE WITH THE PUBLIC WORKS DEPARTMENT'S REQUIREMENTS.

DATE: 9-18-25
COUNTY CLERK: LYNETTE YATES

CITY-COUNTY PLANNING COMMISSION
CERTIFICATE OF APPROVAL OF RECORDING

DATE: 9-18-25
COUNTY CLERK: LYNETTE YATES

LAND SURVEYORS CERTIFICATE
HEREBY CERTIFY THAT THE PLAT REPRESENTS AN ACCURATE AND COMPLETE SURVEY OF THE PROPERTY SHOWN AND DESCRIBED HEREON.

DATE: 9-18-25

Digital Signatures Verified By Staff
DATE: 9-18-25

WARREN COUNTY WATER DISTRICT
THE WATER DEPARTMENT HAS REVIEWED THIS PLAT AND DETERMINED THAT THE WATER SERVICE CONNECTIONS SHOWN ON THIS PLAT ARE IN ACCORDANCE WITH THE WATER DISTRICT'S REQUIREMENTS.

DATE: 9-18-25

WARREN RURAL ELECTRIC
WARREN RURAL ELECTRIC HAS REVIEWED THIS PLAT AND DETERMINED THAT THE ELECTRICAL SERVICE CONNECTIONS SHOWN ON THIS PLAT ARE IN ACCORDANCE WITH THE WARREN RURAL ELECTRIC'S REQUIREMENTS.

DATE: 9-18-25

Subdivision Plat Information: SHEET 2 OF 2, SUBDIVISION PLAT OF THE LEXINGTON STATION, LLC PROPERTY, DILLARD ROAD, BOWLING GREEN, KENTUCKY. Includes ACES logo and contact information for Arnold Consulting Engineering Services, Inc.