

**DECLARATION OF AMENDMENT TO RESERVATIONS
AND PROTECTIVE COVENANTS FOR
HERRINGTON HILLS SUBDIVISION, PHASES I & II**

GARRARD COUNTY
D303 PG593

ARTICLE I.

WHEREAS, Herrington Hills Subdivision was initially created to be ninety-eight (98) lots as shown on plat of record in Plat Cabinet 3, Slide 110, in the Garrard County Clerk's Office, which are governed by a certain Declaration of Reservations and Protective Covenants dated July 18, 2012, of record in Deed Book 212, page 393, in the Garrard County Clerk's Office; and

WHEREAS, Phase II of said subdivision was created by adding lots 99 – 110 as shown of record on plat in Plat Cabinet 3, Slide 238, in the Garrard County Clerk's Office, which are governed by a certain Declaration of Reservations and Protective Covenants dated May 14, 2004, of record in Deed Book 225, page 633, in the Garrard County Clerk's Office; and

WHEREAS, Articles of Incorporation were properly filed with the Kentucky Secretary of State, which are dated May 28, 2002, and created Herrington Hills Property Owners Association, Inc., a Kentucky non-profit corporation, enforcing the reservations and protective covenants of the subdivision; and

WHEREAS, certain By-laws were enacted by the Association to provide rules of governance to conduct the business of the Association, which remain in full force and effect as amended; and

WHEREAS, the Declaration of Reservations and Protective Covenants for both phases of Herrington Hills established an Architectural Control Committee of the Association to make recommendations regarding any improvements or construction in the subdivision prior to them being commenced in accordance with certain building standards; and

WHEREAS, said building standards were created in accordance with the Declaration of Reservations and Protective Covenants and are properly recorded in Deed Book 265, page 839, in the Garrard County Clerk's Office; and

WHEREAS, in Article XII of the Declaration of Reservations and Protective Covenants provide that the Association may "prepare and maintain "building standards" which summarizes its construction standards to be used as the criteria on for approval of proposed improvements" and further grants the Association "the power to modify, alter, supplement or amend building standards at any time"; and

WHEREAS, the Property Owner Association desires to modify said building standards using the authority granted under Article XII of the Declaration of Reservations and Protective Covenants in addition to incorporating said modifications into the Covenants amongst other revisions;

NOW, THEREFORE, the Herrington Hills Property Owners Association, Inc., on behalf of its members, a list of whom are attached hereto as Exhibit "A" and incorporated herein by reference, does hereby declare that Herrington Hills, Phases I and II, as shown on plats of record in Plat Cabinet 3, Slide 110 and Plat Cabinet 3, Slide 238, are hereby subject to the following protective covenants and restrictions hereinafter set forth, shall apply to and bind the successors interest of any owner thereof, and shall run with the land and govern all future improvements on the lots located therein, effective going forward from this 9th day of September, 2017.

ARTICLE II.

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this Declaration is located in Garrard County, Kentucky, and is more particularly described as follows:

ALL of lots one (1) through Ninety-Eight (98), of the subdivision named **Herrington Hills** as more fully shown on that certain plat prepared by Willard T. Sigler, Kentucky Registered Land Surveyor No. 3602, dated May 2, 2002, and recorded in the Office of the Register of Deeds of Garrard County, Kentucky, in Cabinet 3, at Slide 110.

- AND -

ALL of lots Ninety-Nine (99) through One-Hundred Ten (110), of the subdivision named **Herrington Hills Phase II** as more fully shown on that certain plat prepared by Fred C. Howell, Kentucky Registered Land Surveyor No. 3629, dated April 9, 2004, and recorded in the Office of the Register of Deeds of Garrard County, Kentucky, in Cabinet 3, at Slide 238.

No property other than that described above shall be subject to this Declaration until specifically made subject thereto.

ARTICLE III.

The real property described in Article II hereof (hereinafter called lot or lots as applicable) is subjected to the protective covenants and restrictions hereby declared in order to provide enforceable standards of improvement and development whereby aesthetics, living conditions and property values may be enhanced.

ARTICLE IV.

Residence and ancillary structures may be used for any residential, recreational, animal management, or business purpose that is not in conflict with any restrictions in these Covenants.

No swine, livestock, or poultry shall be raised or bred on any lot, however horses, ponies and household pets such as cats or dogs, are permissible provided they are not bred or maintained for commercial purposes. There shall be a minimum of one (1) acre of pastureland for each horse or pony being kept on lots.

PROPERTY DEVELOPMENT PROCESS

Building application and approval responsibilities of all parties involved in property development (specifically the property owner, the builder/contractor, the Board and the ACC) are outlined in the following Building Standards A, B and C.

A. BUILDING STANDARDS: APPLICABLE TO ALL BUILDINGS

- All applicable legal building standards and codes must be adhered to.
- No structure, other than a fence, may be placed within fifteen (15) feet of a property line.
- A driveway must be at least 5 feet from a side property line.
- Residences and ancillary buildings must be maintained in good repair and be visually appealing including weed management.
- Fencing:
 - The style, height and location of fences from the front edge of the house to the rear of the property are at the discretion of the owner.
 - Chain-link, stand-alone wire cattle/field fencing and privacy fencing shall not be used from the front edge of the house forward.
 - Stand-alone barbed wire fencing shall not be used.
 - Front yard fences shall not exceed 4.5 feet in height.
 - Fences shall be set back from the road according to Garrard County county road ordinances.
 - Fences on both developed and undeveloped lots must also be in good repair and must be kept free of weeds at the owner's expense. Failure to maintain fencing will incur expenses in fines, up to, but not to exceed \$100/month.
 - Unpaid fines will be added to the annual property assessment, and must be paid before lot assessment payments are applied.
 - Owners may put up temporary/seasonal garden fences.
- Residence and ancillary structures may be used for any residential, recreational, animal management, or business purpose that is not in conflict with the Herrington Hills Declaration of Reservations and Protective Covenants (the Covenants).
- Stick (for example, wood or metal) or log home construction is permitted.
- There can be no singlewide or doublewide mobile (manufactured) homes; no systems-built or modular homes; no previously constructed homes; no buses situated on any lot as a residence or for storage, whether temporary or permanent.
- Acceptable external building materials are wood, brick, cement siding, stucco, fiber cement (Hardie board), stone and/or stone veneer. No greater than 50% vinyl may be used for siding, which includes some of the newer vinyl products (such as Cellular PVC or CPVC). The owner may be asked to submit written information and/or photographs on the desired materials. No substandard materials may be used for any construction.
- Common foundation options include: concrete slab, crawlspace, basement foundation, masonry block, Concrete Masonry Units (CMUs), or Insulated Concrete Forms (ICFs). Materials that are not on this list, but that still meet the same building standards as common foundations will be considered with appropriate information about the materials.
- The roof pitch of any structure must be a minimum of 6/12. Roof pitch on dormers and porches may vary, but be no less than 4/12.

- To minimize the effects of erosion on lake lots, an owner may not clear more than an estimated 25% of mature trees on the lot without obtaining permission from the Board.
- The lot must be graded to prevent the erosion of soil and prevent the accumulation of water.
- Any lot owner who commences to build without written permission from the Board is subject to legal action brought by the Board, including a fine of \$100.00 per day for every calendar day from date of starting construction (i.e. digging footings/basement, framing, etc.) until receipt of approval letter from the Board.
- If building plans change after initial approval, the change(s) must be submitted to the ACC Chair for additional review and approval.

B. BUILDING STANDARDS: SPECIFIC TO A NEW RESIDENCE AND ADDITION(S) TO AN EXISTING RESIDENCE

- A residence is a single-family dwelling. This may include extended family space called an Accessory Dwelling Unit (ADU).
 - An ADU set forth in these covenants may be a mother-in-law unit, a carriage house unit or a basement suite unit.
 - Excluded are apartment buildings, duplexes and condominiums.
 - Guidelines for ADUs are set forth in Article X.
- The exterior of a residence must be completed within one year of initiation of construction.
- A one-story residence must be at least 1,600 square feet living space, not including garage or porch.
- A multi-level residence must be at least 1,200 square feet living space on the entry-level first floor, not including a garage, porch or basement. The total square feet for the entry level AND the level above must be a minimum of 2,000 square feet living space.
- The architectural style, standard roofing materials, exterior color, and interior of the residence are at the discretion of the property owner.
- The door of an attached garage must be side or rear facing, not front facing. A garage that is 45 degrees or less when facing the residence is not considered forward facing, but the door must not be seen from the road entering the neighborhood, and the garage door may not be on the front wall of the house. A primary detached garage or primary attached-detached garage may be located in front of, alongside of, or behind the primary residence, but must be of identical materials to the residence and must be side or rear facing, not front facing. Its size should not exceed that of a six (6) door garage.
- Acceptable external building materials are wood, brick, cement siding, stucco, fiber cement (hardie board), stone and/or stone veneer. No greater than 50% vinyl may be used for siding, which includes some of the newer vinyl products (such as Cellular PVC or CPVC). The owner may be asked to submit written information and/or photographs on the desired materials. No substandard materials may be used for any construction.
- An addition to a residence is considered construction of additional living space or rooms. It does not include the addition of an outside non-enclosed deck.

- An addition to the residence should conform generally in appearance with the residence on the lot, although it need not be constructed of identical materials. As a guideline, at least 75% of these characteristics should be similar to the existing residence:
 - Roof pitch
 - Color
 - Materials
 - Trim
 - Style
 - Doors and windows
 - Architectural features such as shutters, columns, cornice, etc.

GARRARD COUNTY
D303 PG597

C. BUILDING STANDARDS: SPECIFIC TO ANCILLARY STRUCTURES TO A RESIDENCE

- Each residence is allowed one ancillary structure.
- An ancillary structure must be completed within one year of the building approval.
- An ancillary structure must be constructed/positioned behind the backline of the back of the primary residence on the lot. The following lots are specifically exempt from this requirement: 2, 8, 9, 10, 13, 14&15, 17, 18&19A, 21, 23, 28, 29, 34, 38, 49, 50, 68 and 104, yet still require ACC approval.
- Ancillary structures are permanent structures.
- Ancillary structures do NOT include: a primary detached garage; landscape structures including a gazebo (without enclosed walls), a pergola, a green house (unless it is built with framed-in windows and a roof), a wishing well, children's playhouse, a prayer garden, etc.; or non-enclosed swimming pool. Such items are not permitted without a primary residence, including a driveway. A detached, permanently enclosed indoor swimming pool would be considered an ancillary structure. A second detached or attached-detached garage would be considered an ancillary structure.
- A swimming pool, tennis court and/or basketball court must be constructed/positioned behind the front line of the primary residence on the lot. The following lots are specifically exempt from this requirement: 2, 8, 9, 10, 13, 14&15, 17, 18&19A, 21, 23, 28, 29, 34, 38, 49, 50, 68 and 104, yet still require ACC approval.
- An ancillary structure must be constructed, not pre-fabricated and moved on the lot (Example: A pre-built storage shed is not allowed).
- Acceptable external building materials are wood, brick, brick veneer, cement siding, stucco, fiber cement (Hardie board), stone and/or stone veneer. No greater than 50% vinyl, which includes some of the newer vinyl products (such as Cellular PVC or CPVC), or 75% metal can be used for siding. Vinyl and metal cannot be used in combination to meet 100% of all siding materials used. The owner may be asked to submit written information and/or photographs on the desired materials. No substandard materials may be used for any construction.

- Metal ancillary structures must have a skirting material such as real stone, brick, brick veneer and culture stone, with similarities to the primary residence. Skirting materials excluded are vinyl, hardie board and metal. The height of the skirting should be a minimum of 25% of the height of the structure.
- Quonset hut type metal buildings are prohibited.
- Regardless of the materials used, and whether permanent or temporary, the building must be structurally sound and safely anchored to the ground in an effective manner for the duration of its existence.
- The ancillary structure must be enclosed on all sides with a roof.
- A garage door to an ancillary structure must be side or rear facing, not front facing, but a front swing door may be added.
- The footprint of an ancillary structure may not exceed the size of the primary residence's first floor (the entry floor) footprint including the attached or detached garage. It may have a second story. A size exception would be a detached, permanently enclosed indoor swimming pool, which may be any size that is not in conflict with any Covenant restrictions (for example, may not be closer than 15 feet to a lot line.)
- An ancillary structure should conform generally in appearance with the residence on the lot, although need not be constructed of identical materials. As a guideline, at least 75% of these characteristics should be similar to the main residence:
 - Roof pitch
 - Color
 - Materials
 - Trim
 - Style
 - Doors and windows
 - Architectural features such as shutters, columns, cornice, etc.
- Solar arrays may be placed on rooftops or permanent structures. Arrays will only be positioned behind the front edge line of the primary residence. ACC approval is required. (The HHEPOA board has the authority to waive and or set limits on this requirement if no other alternative exists, but will be evaluated case-by-case and only as a last resort.) Solar arrays are required to be of a low reflective quality. Homeowners will ensure their arrays do not reflect onto others' property. If reflection issues exist the HHEPOA may require array to be moved or removed. Number of solar arrays may not generate more than 135% of the property electrical needs.
- Wind turbines are prohibited.

ARTICLE V.

No trade, commerce or other activity, which may be considered a nuisance to the neighborhood, may be carried out upon any lot. It is permissible to operate a home-based business, provided that business deliveries to the home do not exceed two (2) UPS, Federal Express, or similar express carriers per day. No trade materials or inventories may be stored outside upon any lot. No advertisements of any kind will be permitted on any lot for home-based businesses.

Non-operational vehicles may not be store outside on any lot. No tractor-trailer trucks, house trailers, or mobile homes may be stored or regularly parked on any lot. An owner's recreational vehicle (RV) may be parked beside or behind a residence.

Signs ("For Sale", construction/contractor) may be erected by individual lot owners, and are to be no larger than, three (3) feet by three (3) feet in size. Signs can be placed only on individual lots—A direction or construction/builder sign at the entrance and road intersections or anywhere else is prohibited. Construction/contractor signs may only be placed during the duration of the work. Signs are to be neat, clean and maintained, including weed control, at the owners' expense.

A single-family residence in total may be rented to a single family, but a portion of the residence may not be rented to another individual/family if in fact the remaining portion is occupied. A residence can be owner-occupied or rented, but cannot be both at the same time if that meant two families are residing therein.

ARTICLE VI.

Lot Combining:

- Adjacent lots may be combined by deed to allow for homes, driveways, ancillary buildings and/or structures to be constructed over the span of both lots. The outside perimeter of the combined lots will be considered the new boundary when considering driveways and fences.
- Combined lots shall not be subdivided once combined by deed and improved upon.
- One shall not combine lots that have a neighborhood roadway in between them.
- Combined lots will still be required to pay the annual maintenance assessment per original lot as shown in the plat of record in Plat Cabinet 3, Slide 110, in the Garrard County Clerks Office.

Lot Division:

- Phase I: No lot or lots shall be subdivided within Herrington Hills Phase I Subdivision (lots 1-98), UNLESS property previously combined by deed has NOT yet been improved upon, as described above.
- Phase II: Herrington Hills Phase II consists of lots 99 through 110. Of these properties, only lots 99 through 103 may be subdivided, one time, as long as the subdivided pieces are equal to or greater than one (1) acre in size and conform to Garrard County ordinances and regulations. Each subdivided lot will become members of the Association and will conform to all covenants set forth.

ARTICLE VII.

No structure, other than a fence, may be built within fifteen (15) feet of any property line. A driveway must be at least 5 feet from a side property line. Easements for installation and maintenance of utilities and drainage facilities are reserved fifteen (15) feet in width over all side lot lines and lot lines along any road in said Subdivision. In addition, the property described in Article II hereof is subject to easements, set backs and road rights-of-way as shown on that certain plat recorded in the Garrard County Registry in Cabinet 3, Slides 110 and 238. Herrington Hills Property Association hereby reserves unto itself, its successors and assigns, the right to erect and maintain any utility lines, electric lines or to grant any easements or rights-of-way therefore, together with the right of ingress and egress for the purpose of installing and maintaining the same.

ARTICLE VIII.

This development is not a campground. Lot owners are not, however, prohibited from overnight stays in professionally manufactured equipment, provided the camping equipment is not left on any lot for more than fourteen (14) out of any thirty (30) day period and is not in violation of any local ordinance. Permanent residence in any type of camping equipment is strictly forbidden.

ARTICLE IX.

Common area facilities are for the private use of lot owners and associate members. Guests must be accompanied by a lot owner or associate member. The roadways, right-of-way and common areas constructed throughout the Subdivision are for the common use of the lot owners and their respective heirs, successors or assigns.

There shall be no hunting from any roadway or designated easement. The safe discharge of any weapon or fireworks must be within legal parameters. The lawful management of these practices falls under the jurisdiction of local and/or state law enforcement agencies.

ARTICLE X.

An ADU is an Accessory Dwelling Unit, which means an attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It includes permanent provisions for sleeping, living, eating, cooking and sanitation on the same parcel as the single-family dwelling is situated

Guidelines:

- ADU must NOT have separate utilities
- ADU may NOT be occupied by non-family for more than 90 consecutive days.
- ADU non-family occupants must NOT receive postal mail at the residence.
- Maximum square footage of ADU should not exceed 40% of the primary residence square footage, and not exceed 1600 sq. ft.
- ADU cannot be sold separately from the primary residence.
- Maximum height 25 ft.
- No exterior staircases allowed unless attached to a rear facing deck.
- Non-family ADU occupants may not use neighborhood amenities.
- Maximum capacity of occupants is 6 per unit.
- Primary residential owner is responsible for all liabilities incurred by ADU occupants.
- ADU may be used for short term rentals.
 - No advertising containing property/neighborhood address is allowed.
 - Liability insurance is recommended.
 - Guest screening is recommended.
 - Quiet time after 10 pm.
 - No camp fires with winds greater than 5 mph.
 - House rules should be posted in ADU for guests to follow.
 - Property owner must follow all state and county regulations for ADU rental.

ARTICLE XI

The original developer formed a non-profit, non-stock corporation known as Herrington Hills Property Owners Association, Inc., (the Association) prior to the conveyance of any lot within Herrington Hills or Herrington Hills Phase II subdivision; further known as Herrington Hills Property Owners Association. The title owners of lots within Herrington Hills or Herrington Hills Phase II became members of the Association at time of settlement.

Each Property Owner shall be entitled to one vote per lot (lots as listed on the plat map recorded in Cabinet 3, Slide 110 and Slide 238 of the Garrard County registry) concerning election of administrators and all other association matters that require a vote. This will mean that owners who have multiple lots will have multiple votes. Any member not in good standing shall be ineligible to vote. Membership in good standing means that all assessments and any related fines and penalties are paid in full. Voting issues will be mailed or emailed to the property owners. A vote may be registered by the appropriate Property Owner in person (if the issue will be decided at a meeting) by mail or by Property Owner email. (All email addresses must be current or updated at least 5 days prior to the voting deadline.) A vote by proxy is not acceptable. Votes must be received by the deadline stated in the notification. A failure to submit a timely vote by one of the authorized methods will result in an owner's vote being counted as an affirmative vote in favor of the proposed revisions.

Every lot described on the Herrington Hills plat map recorded in Cabinet 3, Slides 110 and 238 of the Garrard County registries, shall be subject to an assessment for maintenance and expenditures as listed below. The annual assessment for each lot owner within shall be the sum of three hundred dollars (\$300.00) per lot, per year. The original developer shall be exempt from any and all assessments for any lot owned by said developer, either now or in the future. The annual maintenance assessment may be increased at any time by an affirmative vote of seventy-five percent (75%) of lot owners, excluding the original developer. The funds shall be known as The Herrington Hills Maintenance Fund.

If lots 99 thru 103 of Herrington Hills Phase II are subdivided, each subdivided parcel will be assessed three hundred dollars (\$300.00) per lot, per year and will become members of the Herrington Hills Property Owners Association.

After election of officers the Herrington Hills Maintenance Fund was owned jointly by all the lot owners within Herrington Hills Phase II who required that it should be used only for:

- a. Maintenance expenses for entrance landscaping, fencing and signage.
- b. Maintenance of boat ramp.
- c. Maintenance of boat storage and parking area.
- d. Maintenance of all common grounds.
- e. Electric bills, postage and insurance.
- f. Community enhancement (mowing, etc.).
- g. All reasonable administration costs for the perpetual continuation of Herrington Hills Property Owners Association, Inc.
- h. The payment of reasonable legal fees to enforce any violation of covenants contained or amended within this recorded document.
- i. All improvement or development to common grounds.

Special funds may be allocated for future development, to include, but not limited to the purchase of land for community activities, such as a walking trail, an activity center, swimming pool, etc. Such developments will require 75% affirmative votes of current owners in good standing. Membership in good standing means that all assessments and any related fines and penalties are paid in full.

The Association has the power to file with the Register of Deeds of Garrard County a notice if an assessment has not been paid by March 31st of any year and such lien shall continue until the assessment is paid. It also has the power to impose a Delinquent Charge of twenty-five (\$25.00) per lot and interest at the rate of one percent (1%) per month if the assessment has not been paid by March 31st. Said interest shall accrue monthly until the assessment is paid in full. Payment of overdue assessment and related fees and interest will apply to the earliest, not most recent, non-paid Association fees. An assessment that is not paid on time is subject to also include, but not be limited to attorney's fees and any associated court fees, the initiation and removal of a lien, and any administrative costs.

ARTICLE XII.

The common areas, located between lots 53 and 54, and between lots 71 and 72, and on lot 102 of Herrington Hills as recorded in Cabinet 3, Slide 110 are for the sole use of property owners in good standing within Herrington Hills and Herrington Hills Phase II subdivisions. The common area of lot 102 will be used for future expansion. These common areas are intended to remain private for homeowners, lot owners and lessees, but not for public use. The common area located between lots 53 and 54 (The Pavilion) is to be used for launching boats or docking/mooring boats, pavilion picnic facility, playground, gatherings, beach/sunbathing area and day parking only. The open common area (Boat Storage Area) between lots 71 and 72 is to be used for the storage of boats, RV's, personal watercrafts with trailer, boat trailers, horse trailers and cargo trailers. Other water related items require written permission from the board. Tractor-trailers, cargo containers and non-operational vehicles are prohibited from parking in any common area. The grassy area around items stored in the open boat storage common area must be maintained by the owner. (HHEPOA cannot be responsible for possible damage from maintaining weeds around openly stored items.) Camping and campfires are prohibited within the common areas.

The covered boat storage bays shall be for boats, personal watercrafts with trailer and boat trailers. The covered storage bays shall be issued to property owners for an annual fee by way of lottery. Property owners shall submit a request form between July 31st and August 31st each year. Names will be drawn at the annual meeting and picnic. Up to 3 alternates will also be drawn. One request form per lot (as shown on plat of record in Plat Cabinet 3, Slide 110, in the Garrard County Clerk's Office) may be submitted. The Annual Newsletter will post the annual fee.

Owners will be notified of assigned space via email (or USPS mail if no email address is supplied). Notification will take place within 2 weeks of the annual picnic. The payment for the covered boat storage bay is due by October 1st. If payment is not received by October 15th, the bay will be subject to reassignment.

Covered boat storage bays are available from **October 1st through September 30th**. All covered boat storage bays must be vacated by **September 30th** or within 30 days of the sale of the associated property for reassignment of the bay. A late fee of \$100 will be assessed monthly after the deadline for failure to vacate the bay for reassignment. An assessment that is not paid on time is subject to also include, but not be limited to, attorney's fees and any associated court fees, the initiation and removal of a lien, costs incurred for removal of property and any administrative costs. No subleasing allowed.

Owners are responsible for insurance on their stored items. The Herrington Hills Estates Property Owners Association is not responsible for lost or stolen items, or damage to property. Each owner is responsible for any damage they cause to the covered boat storage bay area.

The following are prohibited in the storage areas: residing (temporary or permanent), chemicals, gasoline, compressed gas, kerosene, lamp and motor oil, grease, acid, corrosives, fertilizer, paint, cleaners, propane tanks, biological waste, trash, toxic waste, asbestos, food, illegal substances, radioactive substances, firearms, munitions, gunpowder, explosives, fireworks, live plants, medical supplies, building supplies and tires. Boats may contain gas and oil.

Inspection of the covered boat storage bay will occur before and after property owner occupation, or as needed, upon the request of the board.

As a means of general security, the Boat Storage and Pavilion common areas are equipped with a gate which is locked with a padlock. Each property owner in good standing is offered the opportunity to receive a key for the padlock. The same key will open padlocks at each common area gate. The key is the property of HHEPOA, and must be either returned to the Board or transferred to a new property owner when a property is sold. Key duplication is prohibited. Property owner must complete a key request form before a key is issued. Only one key per lot will be issued. Lost key replacement fees are as follows: 1st replacement, \$25. 2nd replacement, \$75. 3rd replacement, and thereafter, \$150 each.

ARTICLE XIII.

The Board may appoint a subcommittee of the Board called the Architectural Control Committee (ACC). The Board may appoint two members who are current lot owners in good standing plus the Association's Vice President, who will chair this committee. Members may be rotated on this Committee at the discretion of the Board. The role of the ACC is that of a recommending body to the Board. It will review all submitted requests for construction of new residences, additions to residences, and ancillary structures to residences. The ACC will attempt to work through any issues with the owner, and submit recommendations to the Board for approval or non-approval of the application. The Board will have the final approval of all recommendations.

No improvements shall be erected, placed, altered, maintained or permitted to remain on any lot, nor shall any construction be commenced thereon until plans for such improvements have been approved by action of the Board in accordance with the provisions herein. The term "Improvements" shall mean and include structures, permanent or temporary, and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings and ancillary structures. (See Article IV)

No commercial timbering will be permitted upon any lot. Clearing trees and brush for home sites will be permitted. To minimize the effects of erosion on *lake* lots, an owner may not clear more than an estimated 25% of mature trees on the lot without obtaining permission from the Board.

Any lot owner who commences to build without written permission from the Board is subject to legal action brought by the Board, including a fine of \$100.00 per day for every calendar day from date of starting construction (i.e. digging footings/basement, framing, etc.) until receipt of approval letter from the Board.

All submittals shall be addressed to Herrington Hills ACC, P.O. Box 316, Lancaster, KY 40444. Communications may also be routed as directed by the Board or ACC including the herringtonhoa@gmail.com email address. The Board must provide a written approval status (approved or not approved) and summary by email or certified letter to all plan submittals within thirty (30) days of a fully completed submission. The actions of the Board through its approval or disapproval of plans, and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties. A fully completed submission must include all required documentation as defined in Article IV, including at least the following documents:

Approval of New home construction or an addition to an existing residence

- An electronic copy of the structure's blueprints/drawings; a paper copy only if requested
- A planned materials list (building type, foundation and exterior) if not included on the building plans
- Planned site location drawing on a plat diagram
- Building permit
- Contractor's proof of insurance (Certificate of Insurance)

Construction of an ancillary structure to the residence

- Description of the proposed ancillary structure
- If one exists, an electronic copy of the structure's blueprints/drawings; a paper copy only if requested
- Summary of 75% of the characteristics of the main residence
- A sample of the proposed materials, an electronic or paper photograph(s) or additional information may be requested before a decision is completed.
- Planned site location drawing on a plat diagram
- Building permit
- Contractor's proof of insurance

Neither the Board nor any member, sub-committee member, employee or agent thereof, shall be liable to any owner of a lot or to anyone submitting plans for approval or to any other interested party by reason of mistake in judgment, negligence, or nonfeasance in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder. Likewise, anyone who submits plans to the Board for approval agrees not to bring any action or suit to recover any damages against the original developer, the Board, or any partner, member, sub-committee member, employee or agent of the original developer or the Board.

ARTICLE XIV.

The Association shall use Association Maintenance Funds to maintain the green space around the pavilion, entrance fences and signs, common areas fences, and parking lot area. In addition, the green space/grassy area of undeveloped lots within Herrington Hills will also be maintained until the lot(s) has been built upon or improved. Maintenance will consist of mowing and/or bush hogging all undeveloped lots a minimum of three (3) times per calendar year and the frequency of mowing and/or bush hogging may be increased at the discretion of the Board. Individual lot owners may elect to exclude their lots from maintenance by the Association with a written request to the Board. If a lot owner chooses to exclude a lot(s) from maintenance by the Association, the lot owner shall become responsible for maintenance of lot(s) to the same or better conditions as lots maintained by Association. If the lot has been improved (built upon), then the owners of the improved lot shall maintain their lot(s) to a neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from lot(s), or hidden from site from the roadways.

ARTICLE XV.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them. These Covenants may be changed by 60% majority vote of the current owners in good standing of the lots described herein.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning lots described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent it, her, him or them from so doing to recover damages or other dues for such violation.

ARTICLE XVI.

Invalidation of any of these Covenants or any part thereof by judgments or Court order shall in no way effect any of the provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE XVII.

IN WITNESS WHEREOF, HERRINGTON HILLS PROPERTY OWNERS ASSOCIATION, INC. has caused this instrument to be revised, approved, and executed in its name by its President, all by authority of its Board and a majority of its Members first duly given, this the June 17, 2020.

HERRINGTON HILLS PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]
KEVIN HENDERSHOT
INTERIM PRESIDENT AND VICE PRESIDENT

ATTEST:

[Signature: Susan Cox]
SUSAN COX
SECRETARY

STATE OF: Kentucky
COUNTY OF: Garrard

I hereby certify that Kevin Hendershot and Susan Cox, Interim President/Vice President and Secretary respectively of Herrington Hills Property Owners Association, Inc., a Kentucky non-profit corporation, personally appeared before me this day and acknowledged this declaration by authority duly given them by said corporation and that they are acting as their free act and deed and the free act and deed of said corporation.

WITNESS my hand and official seal, this the 17 day of June, 2020.

[Signature: Kathleen S. Howard]
NOTARY PUBLIC - STATE AT LARGE

My commission expires: 7/29/22



DOCUMENT NO: 157497
RECORDED: June 17, 2020 10:32:00 AM
TOTAL FEES: \$77.00
COUNTY CLERK: KEVIN C. MONTGOMERY
DEPUTY CLERK: KATHY S HOWARD
COUNTY: GARRARD COUNTY
BOOK: D303 PAGES: 593 - 606