

Rivergreen
Home Owners Association

Bylaws and Protective Covenants,
Conditions and Restrictions

September, 2016

To: The Rivergreen Home Owners Association
Re: Rivergreen Bylaws and Protective Covenants, Conditions and Restrictions

Dear Rivergreen Home Owners:

Attached you will find the most current Rivergreen Bylaws and Protective Covenants, Conditions and Restrictions that we have on file. We know that many of you may have never received a complete copy, and others may have only the Bylaws which were updated and revised in 2013. This booklet includes everything that is current and pertains to the formal management of our neighborhood. In the interest of saving paper and copy costs we have eliminated multiple pages of signatures and legal jargon and will just give you a hard copy of the basic information. We have scanned, and have on file, digitally all the documents. We can send them to you electronically. You are also always free to go downtown and look up the documents at the courthouse. Below is a brief synopsis of what is in this book.

Document 1

Second Amended and Restated Bylaws of Rivergreen
Homeowners Association, Inc.

This document describes our board of directors, how and when they do business and what authority they have in Rivergreen. The HOA Board job descriptions are defined along with what the home owner can expect from their board of directors. There have been revisions to this document in the past but this is the current set of bylaws and they are in effect now.

Document 2

The Declaration of Protective Covenants, Conditions and Restrictions For Rivergreen

This is the original document, which was created by the founding homeowners in 1994. The rules and expectations for homebuilding are included in this document as well as, what you can, and cannot do, while living on your lot in this neighborhood. If you are remodeling, building, or putting in extra buildings on your property you need to follow these guidelines carefully.

Document 3

Amended Declaration of Protective Covenants, Conditions and Restrictions for Rivergreen

15 months after the original document was created, this amendment was put in place to clarify and add to the original Covenants (Document 2) to ensure that Rivergreen established itself with the founder's vision. As you read this amendment, realize that these changes were made in 1995 and should be inserted, replacing the parts in the original document.

Document 4

Second Amended Declaration of Protective Covenants, Conditions and Restrictions for Rivergreen

The only change made in 2000 was increasing the minimum living space in the new construction from 3,000 square feet to 4,500 square feet. This only pertains to homes built after August 28, 2000.

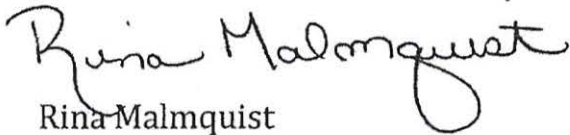
Document 5

Third Amended Declaration of Protective Covenants, Conditions
and Restrictions for Rivergreen

Okay, this is kind of weird, but back in 2001, a family wanted to buy lot 23, which is a very large lot. They wanted to put horses in the back yard by Drakes Creek. Apparently, it was approved for only that lot. In the end, the people never bought the lot despite all the work the board did to make the horses possible. Thankfully, the Patton's later bought the lot, built their beautiful home, and DO NOT have horses in their backyard at this time!

We hope this helps you understand our history in a condensed and simple way. If you have any questions, your HOA board will do their best to find the answer for you. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Rina Malmquist". The signature is written in dark ink and is positioned above the printed name and title.

Rina Malmquist
HOA Secretary

Document 1

Second Amended and Restated Bylaws
of Rivergreen Homeowners Association, Inc.

SECOND AMENDED AND RESTATED BYLAWS OF
RIVERGREEN HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Offices

The principal office of the corporation shall be located at 1133 Rivergreen Lane, Bowling Green, Warren County Kentucky 42103. The corporation may have such other offices, within Warren County, as the business of the corporation may require from time to time.

ARTICLE II

Members/meetings

The members of the corporation shall be all the owners of property in Rivergreen Subdivision, whose ownership is of record in the offices of the Warren County Clerk. Annual meetings of the members shall be held on the fourth Thursday in October of each year commencing in 2013, or such other time as may be scheduled by the Board of Directors. Notice of the time and place of the meeting shall be given to all members not less than fifteen (15) days prior to the meeting. The primary purpose of such meetings shall be to elect the directors for the upcoming year and for any other purpose provided for herein. A special meeting of the members may be called by the Board of Directors upon not less than fifteen (15) days' notice to all members, which notice shall state the reason for the special meeting.

ARTICLE III

Directors

(a) General powers

The business and affairs of the corporation shall be managed by its Board of Directors.

(b) Number, tenure and qualifications

The number of directors of the corporation shall be five, but may be increased or decreased by amendment of this bylaw. The Officers of the Board of Directors shall be elected by the Board subsequent to the annual meeting of the members. The immediate past president of the corporation shall serve as a member of the Board of Directors for one year. The members shall elect the remaining members of the Board of Directors. The Directors shall serve a one year term.

Each director shall serve as a director until the earlier of (1) the next annual meeting of members and until his/her successor has been elected and qualified; or (2) he/she is removed by a majority of the members, with or without cause.

(c) Restrictions and Regulations

The Board of Directors may from time to time adopt restrictions and regulations on the use of the Common Use Facilities as defined in the Declaration of Protective Covenants of Rivergreen Subdivision as now existing or as from time to time amended.

(d) Vacancies

Should a vacancy occur on the Board before completion of a term, such vacancy may be filled by the affirmative vote of a majority of the remaining Board of Directors, though less than a quorum.

(e) Annual Meeting

The annual meeting of the Board of Directors shall be held without notice other than this bylaw immediately after the annual meeting of members to elect officers of the corporation for the upcoming year, and to address any other business as may properly come before the Board. The Board of Directors may provide, by resolution, the time and place, within Warren County, for the holding of additional regular meetings without notice other than such resolution.

(f) Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President, or by a majority of the directors in office. The person or persons authorized to call special meetings of the Board of Directors may fix any place, within Warren County, as the place for holding any special meeting of the Board of Directors called by them.

(g) Notice

Notice of any special meeting shall be given at least five days prior thereto by written notice delivered personally, mailed or faxed to each director at his/her residence or business address. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting. Any notice required hereunder, shall state the time and place of the meeting.

(h) Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

(i) Manner of Acting

The act of the majority of the directors present at a meeting at which a quorum is present all be the act of the Board of Directors.

(j) Compensation

No director shall receive compensation for his/her services as director; however, any expenses incurred by any director by reason of his/her duties for responsibilities as such may be paid by the corporation; provided that nothing contained herein shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

(k) Committees

The Board of Directors shall have authority to establish such committees as it may consider necessary or convenient for the conduct of its business. The Board of Directors may establish an executive committee in accordance with and subject to the restrictions set out in the statutes of the Commonwealth of Kentucky. The Board of Directors shall appoint the individuals to serve on the architectural committee in accordance with the provisions of Article VI, as contained in the comprehensive compilation of the existing covenants, conditions and restrictions for Rivergreen, as duly recorded in Book 684, Page 7, as Amended in Book 705, Page 569, Office of the Warren County Clerk.

(1) Informal Action

Any action required or permitted to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors or of a committee, may be taken without a meeting if a consent, in writing, setting forth the action so taken shall be signed by all of the directors, or all members of the committee, as the case may be, and included in minutes or filed with the corporate records, Such consent shall have the same effect as a unanimous vote.

ARTICLE IV

Officers

(a) Classes

The officers of the corporation shall be a President, one or more Vice presidents, a Secretary, a Treasurer, and such other officers whose duties may be fixed from time to time by the Board of Directors and who are to be elected in accordance with the provisions of this article.

(b) Election and Term of Office

Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his/her death or until he/she shall resign or shall have been removed in the manner hereinafter provided. After the initial election of officers at the corporation's organizational meeting, the officers of the corporation shall be elected every year by the Board of Directors at the annual meeting. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as shall be convenient.

Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. No officer shall be elected or appointed to serve a term of office exceeding three years.

(c) Removal

Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors, with or without cause, whenever in its judgment the best interest of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

(d) Vacancies

A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

(e) President

The President shall be the chief executive officer of the corporation and shall in general supervise and control all of the day-to-day business and affairs of the corporation. The President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(f) Vice President

In the absence of the President or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President and, when so acting, shall have all of the powers and be subject to all of the restrictions upon the President. Any Vice President shall perform such other duties as from time to time may be assigned by the President or by the Board of Directors.

(g) Secretary

The Secretary shall (1) keep the minutes of the members' and the Board of Directors' meetings in one or more books provided for that purpose; (2) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (3) be custodian of the corporate records; and (4) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors. If any member of the association desires to examine the books of the corporation, they may do so, at any meeting of the Board of Directors, or at the annual meeting, by giving notice, seven days in advance of such meeting, that they desire to do so.

(h) Treasurer

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall (1) have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for moneys due and payable to the corporation from any source whatsoever and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of these bylaws; and (2) in general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors.

ARTICLE V

Contracts, Loans, Checks, and Deposits

(a) Contracts

The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instruments in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

(b) Loans

No loans shall be contracted on behalf of the corporation, and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

(c) Checks, Drafts, Orders, etc.

All checks, drafts, or other orders for the payment of money, notes, or other evidences or indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

(d) Deposits

All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

(e) Gifts

Any director or officer may accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes of or for any special purpose of the corporation.

(f) Charitable Contributions

No officer shall make charitable contributions in the name of, from the funds of or on behalf of the corporation without prior authorization by the Board of Directors.

ARTICLE VI

Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members and Board of Directors, and shall keep at the principal office a record giving the names and addresses of the directors entitled to vote. All books and records of the corporation may be inspected by any director, or his/her agent or attorney, for any proper purpose at any reasonable time.

C. Enforcement.

All unpaid assessments more than 30 days past due shall bear interest at the rate of 1.5% per month on the unpaid balance, compounded annually until paid in full. The corporation shall have a lien upon the lots for which the assessment is due and may file a notice of such lien with the Warren County Clerk evidencing the sums owed. All costs of collection, including reasonable attorney fees, shall be added to the amount of the assessment in the event the corporation takes action to enforce its lien.

ARTICLE XI

Voting

Each member shall be entitled to one vote for each lot owned in the subdivision. If dues are not paid in full on or before the meeting at which the member would be otherwise entitled to vote, the member shall not be entitled to vote, and any such vote cast shall not be counted.

ARTICLE XII

Enforcement of Covenants, Conditions and Restrictions for Rivergreen.

The Board shall be responsible for carrying out and enforcing the comprehensive compilation of the existing covenants, conditions and restrictions for Rivergreen, as set forth in Book 684, Page 7, as Amended in Book 705, Page 569, Office of the Warren County Clerk.

Approved at the Annual Meeting of the Rivergreen Homeowners Associated held on October 24, 2013.

Secretary

Document 2

The Declaration of
Protective Covenants, Conditions
and Restrictions for Rivergreen

DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR RIVERGREEN

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter sometimes referred to as "Declaration") executed this 22 day of February, 1994, by S.S.B.W., Inc., a Kentucky corporation (hereinafter sometimes referred to as "Developer" or "Declarant");

WITNESSETH:

WHEREAS, Developer is the owner of certain real estate in the County of Warren, State of Kentucky, as shown upon the Plat of record in Plat Book 26, Page 115, in the office of the Clerk of the Warren County Court (said real estate being referred to herein as "Rivergreen" or the "Properties"); and

WHEREAS, Developer desires to provide for the protection and preservation of the values, amenities, desirability and attractiveness of Rivergreen; and

WHEREAS, Developer desires to establish and provide for a system of administration and continual operation and maintenance of the Common Use Facilities of Rivergreen; and

WHEREAS, Developer further desires to establish for Developer's benefit and for the mutual benefit and advantage of all future owners and occupants of Rivergreen, or any portion thereof, certain rights, privileges, obligations, restrictions, covenants, liens, assessments and regulations governing the use and occupancy of Rivergreen, all of which are declared to be in furtherance of a plan to promote and protect the operative aspects of residency or occupancy in Rivergreen and on all portions thereof, and are intended to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in all or any portion of the Properties and which shall inure to the benefit of each owner thereof;

NOW, THEREFORE, Developer, as legal title holder of the Properties and 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 declaration hereto (unless the context shall prohibit) shall have the following meanings:

- (a) "Architectural Committee" shall mean the three (3) person committee created by Article VI for the purposes therein set out.
- (b) "Association" shall mean and refer to Rivergreen Homeowners' Association, a nonprofit corporation to be organized and existing under the laws of the State of Kentucky, its successors and assigns.
- (c) "Board" shall mean and refer to the Board of Directors of the Association.
- (d) "Building" shall mean and refer to a single-family residential building which may be built on each lot.
- (e) "Bylaws" shall mean and refer to the bylaws of the Association as may be amended from time to time.
- (f) "Common Use Facilities" shall mean all those areas required to be maintained by the Association as provided in Article IX, as well as the entrance ways, roadways, bridges, street lighting and signage as further provided herein.
- (g) "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions, and Restrictions applicable to the Properties and which is recorded in the office of the Clerk of the Warren County Court, Kentucky.
- (h) "Developer" shall mean and refer to S.S.B.W., Inc., a Kentucky corporation, having a principal place of business in Bowling Green, Kentucky.

- (i) "Lot" shall mean and refer to any plot of land to be used for single-family residential purpose and so designated on the Plat.
- (j) "Majority of Owners" shall mean and refer to the holders of more than fifty percent (50%) of the total votes of the Members.
- (k) "Members" shall mean and refer to any person or persons who shall be an Owner, and as such, shall be a Member of the Association.
- (l) "Mortgagee" shall mean and refer to the holder of a first mortgage encumbering a lot.
- (m) "Notice of Lien". The liens created by this Declaration may be evidenced by a "Notice of Lien" which shall be a document in recordable form prepared by the Association and filed in the Warren County Court Clerk's Office upon failure of an Owner to make timely payment or performance of any obligations required by this Declaration.
- (n) "Rivergreen" shall mean and refer to that certain residential community known as Rivergreen which is being developed on real property now owned by Developer in Warren County, Kentucky.
- (o) "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 Rivergreen, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.
- (p) "Plat" shall mean and refer to the plat of Rivergreen of record in Plat Book 26, Page 115, in the office of the Clerk of the Warren County Court.
- (q) "Person" shall mean and refer to a natural person, as well as a 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.

- (r) "Properties" shall mean and refer to any and all of that certain real estate described on the plat, inclusive of numbered Lots, streets and designated open spaces thereon.

ARTICLE II

Property Subject to this Declaration.

Section One. Submission of the Properties to Declaration and Bylaws. The Developer, as legal title holder in fee of the Properties, hereby submits and subjects the Properties to the provisions of this Declaration and Bylaws. This Declaration shall constitute covenants running with the land and binding upon all parties now owing 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 or any portion of the Properties 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.

ARTICLE III

Membership

Section One. Members. Every person or entity who is an Owner of any Lot which is included in the Properties shall be a Member of the Association. 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. Classes of Membership. The Association shall have two classes of membership:

(a) Class A. Class A Members shall be all Owners, except for Developer prior to termination of his Class B membership. If, however, Developer owns one or more Lots upon or after the termination of his Class B membership, then Developer shall become a Class A Member.

(b) Class B. The Class B membership shall be the Developer, its successors or assigns. The Class B membership shall terminate and cease upon the first to occur

of (i) when the total outstanding Class "A" votes equals or exceeds sixty votes, (ii) the 1st day of January, 2004, or (iii) when, in its discretion, the Developer so determines.

Section Three. Class A Voting. Except for matters concerning special assessments and amendments to this Declaration, Class A Members shall not be entitled to vote until the termination of the Class B membership, at which time Class A Members shall be entitled to one vote for each Lot owned. The vote for any one Lot owned by more than one person or entity shall be exercised as they among themselves shall determine but in no event shall the vote or votes with respect to any jointly owned Lot be cast separately.

Section Four. Class B Voting. Except for special assessments and amendments to this Declaration, the Class B Member (Developer) shall be the only Member entitled to vote in the Association until such time as the Class B membership shall cease.

Section Five. Special Assessments and Amendments. On all matters concerning a special assessment relating to the Common Use Facilities or an amendments to this Declaration, the voting shall prior to termination of the Class B membership, be as follows:

(a) Class A. The Class A Members shall have one vote for each Lot owned.

(b) Class B. The Class B Members shall have two votes for each Lot owned.

ARTICLE IV

Assessments

Section One. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Lot shall, by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of these restrictions and promises to pay to the Association both annual assessments and charges and special assessments, such assessments to be established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection therefor as are hereinafter provided, shall be a charge and continuing lien upon the Lot against which such assessment is made as of the effective date of each assessment.

Each such assessment, together with such interest thereon and costs of collection therefor as are hereinafter provided, shall also be the personal obligation of the person or entity who was Owner of such Lot at the time when the assessment fell due. In the case of co-ownership of a Lot, all of such Co-Owners shall be jointly and severally liable for the entire amount of the assessment.

Section Two. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, and operation of the entrance ways into Rivergreen, streets, bridges, the street lighting, security services, storm water detention areas and all other items provided for in Article IX, including, but not limited to, the payment of taxes and insurance thereon (where applicable), the payment of utilities bills thereon (including water and electricity for sprinkler systems and natural gas for gas lights) and the repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. At the option of the Association, annual assessments may be used to provide supplemental landscaping maintenance within Lots and to provide mail service, garbage and trash collection and disposal if needed to supplement that provided by public authority. Further, the Association may require annual assessments to be paid in equal monthly installments.

Section Three. Maximum Annual Assessment. There shall be no annual assessment due in 1994. The annual assessment for 1995 shall not exceed Six Hundred Dollars (\$600.00) for each Lot. The maximum Annual Assessment for 1996 and subsequent years shall be established by the Association.

Section Four. Special Assessments. In addition to the annual assessments hereinabove authorized, the Association may levy special assessments for the purpose of defraying, in whole or in part the cost of any construction or reconstruction, unexpected repair or replacement of the entrance ways, streets, storm, water detention areas, the street lights, or other items provided for in Article IX, including the necessary fixtures and personal property related thereto; provided, however, that any such special assessment shall have the assent of two-thirds (2/3) of the Members present and voting in person or by proxy at an annual or special meeting of the membership at which a quorum is present. Special assessments shall be due and payable on the date(s) which are fixed by the resolution authorizing such assessment.

Section Five. Commencement. The assessment for a Lot shall commence upon purchase of the Lot from Developer, or Developer may hereafter set a date for assessments to commence for all Lots which have been purchased from Developer. Assessments on Lots that first become subject to assessments during a calendar year shall be prorated on a calendar basis for the remainder of such calendar year.

Section Six. Due Date. Unless otherwise provided herein, assessments shall be due and payable in full within thirty (30) days after billed to an Owner by the Association.

Section Seven. Records of Assessment. The Association shall cause to be maintained in the office of the Association a record of all Lots and assessments applicable thereto which shall be open to inspection by any Owner. Written notice of each assessment shall be mailed to every Owner of the Lot subject to assessment.

The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether the assessments against the Owner's Lot have been paid, and if not, the amount due and owing. Absent manifest error, such certificates shall be conclusive as evidence for third parties as to the status of assessments against such Lot.

Section Eight. Effect of Non-Payment of Assessment or Other Charges. If any annual or monthly assessment or if any special assessment is not paid on the date when due, or if any sum or charge agreed to be paid by Owners in this Declaration is not paid when due, then such assessment, sum or charge shall be delinquent and shall accrue interest thereon at the rate of eighteen percent (18%) per annum after the date due. If such assessment, sum or charge is not paid within thirty (30) days after the due date, then the Association may bring an action at law against the Owner personally and/or foreclose the lien against the Lot by court action, as herein provided, and there shall be added to the amount of such assessment, sum or charges all reasonable attorneys' fees and costs incurred by the Association in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessments as indicated above. Upon such failure to make timely payment, the Association shall have the right to file a Notice of Lien.

Section Nine. Enforcement of Lien by Judicial Sale. For and in consideration of the privileges and protections granted herein, and for the express purpose of securing the payment of

the assessments, other sums and charges described in Section Eight above, court proceedings for the enforcement of the lien described in Section Eight above, each Owner accepting a deed to a Lot, for their heirs, administrators, successors and assigns, does hereby agree to the following terms and conditions:

Said Owners agree to pay all assessments, sums and charges when due, and upon demand of the Association, to pay, discharge or remove any and all liens (except a first mortgage or deed of trust lien) which may be hereafter placed against said Owner's Lot which shall adversely affect the lien granted herein, and in case the Association shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said Lot or the lien granted herein, or appear in any court to prove said indebtedness, all costs and expenses of such appearance or proceedings, together with a reasonable attorneys' fee, shall be allowed and be payable by Owner upon demand of the Association, and upon failure to do any of these things, then said Association may do any or all of said things and the amounts so paid shall bear interest from the date of payment at the rate of eighteen percent (18%) per annum and shall be and become a part of the indebtedness secured hereby.

If said assessments, sums or charges, or interest thereon, are not paid promptly when due or within any period of cure allowed above, or if after said Owners fail to pay any other sums due as above provided, or further, fail to reimburse the Association within thirty (30) days from the date of Association's payment of such sums, the Owner's Lot shall be subject to a lien, created by this Declaration, and the said Association is hereby authorized and empowered to file a foreclosure action in the Warren Circuit Court whereby the Owner's Lot is to be sold at judicial sale to the highest bidder to cash at public outcry, free from the equity of redemption, statutory right of redemption, homestead, dower, and all other exemptions of every kind which are hereby expressly waived. The Association may bid at any sale. In case of sale hereunder, the proceeds shall be applied as follows:

(a) To the payment of all costs, charges and expenses of enforcing said lien as herein provided, also reasonable attorneys' fees for advice in the premises, or for instituting or defending any litigation which may arise on the account of the enforcement of said lien; also, the expenses of any such litigation.

(b) To the payment of all taxes which may be unpaid on said premises.

(c) To the payment of all unpaid indebtedness hereto secured.

(d) The residue, if any, to be paid pursuant to the Judgment of the Court.

The lien described in this Section and in Section Eight above shall be subordinate to the lien of a recorded first mortgage encumbering any such Lot provided, however, in the event the holder or owner of such mortgage becomes the Owner of such lot after foreclosure thereof, such purchaser shall become subject to the lien reserved herein for the purpose of securing all assessments becoming due from and after the date such purchaser accepts a deed to said Lot or enters into possession of said Lot, whichever shall first occur.

ARTICLE V

Developer's Assessment and Maintenance

Section One. Exemption. Developer and all property owned by Developer, shall be exempt from all assessments and liens therefor of every type, except as hereinafter provided.

Section Two. Contribution by Developer. Developer agrees to contribute to the Association such funds as may be required to defray the expenses of the Association through the sale of sixty (60) Lots, the 1st day of January, 2004, or until the voluntary termination of the Class B membership, whichever first occurs. Upon the termination of the Class B Membership, Developer shall pay assessments only if, and to the extent to which, it is a Class A Member of the Association.

ARTICLE VI

Architectural Committee and Use Restrictions

An Architectural Committee shall be appointed to regulate the external design, appearance and location of improvements on the Properties in such a manner as to promote those qualities in the environment which bring value to the Properties and to foster the attractiveness and functional utility of the community as a place to live, including a harmonious relationship among structures, vegetation and topography. It is the intention that review by the Architectural Committee deal with the design concept of Rivergreen as a whole, including such matters as landscaping and site layout and such structures as antennas and swing sets, beyond the normal understanding of matters

"architectural", in order to benefit the entire development, economically and aesthetically, by fostering the attractiveness of Rivergreen. The Architectural Committee in examining applications considers the various aspects of design, with special emphasis on the following objectives:

(a) Landscape and Environment. To prevent the unnecessary destruction or blighting of the natural landscape or of the achieved man-made environment.

(b) Relationship of Structures and Open Spaces. To ascertain that the treatment of build-up and open spaces is designed so that they relate harmoniously to the terrain and to existing buildings that have a visual relationship to the proposed development.

(c) Protection of Neighbors. To protect neighboring Owners and users by making sure that reasonable provision has been made for such matters as surface water drainage, sound and sight buffers, the preservation of views, light and air, and other aspects of design which may have substantial effects on neighboring property.

The Architectural Committee shall consist of three (3) members appointed by Developer, and the Developer is empowered to appoint their successors should a vacancy occur, or may remove members and replace them at its sole discretion until termination of the Class B membership. Their names shall be maintained at Developer's offices. By Supplemental Declaration, the Developer may delegate to the Association the authority and duty to appoint the Architectural Committee, and, upon termination of the Class B membership, the authority to appoint the Architectural Committee shall automatically be vested in the Board of Directors of the Association.

The Developer shall have the responsibility of enforcing the requirements and restrictions set forth in this Article until January 1, 2004, or until termination of the Class B membership or after sixty (60) residences are occupied, whichever shall first occur. The Board of Directors of the Association shall assume and be responsible for the enforcement of the Restrictions after that time. References in this Article to the Developer shall, therefore, apply to the Association after it has been incorporated and has assumed the enforcement of these Restrictions.

Section One. Required Review of Plans. Before commencing the construction, reconstruction, remodeling, alteration or

addition to any Building or structure, fence, wall, driveway, mailbox, receptacle for newspapers or other publications, path or other improvement of any nature, the Owner shall first submit its building plans, specifications, site and landscape plans, drainage plans, and an elevation sketch (collectively the "Plans") of all improvements to the Architectural Committee, as hereinafter described, for its written approval. The Plans shall include all materials for driveways, walls, fences, swimming pools and tennis courts. In the event the Architectural Committee shall fail to approve or disapprove in writing the Plans within thirty (30) days after they have been received by the Architectural Committee, such approval will not be required and this covenant shall be deemed to have been complied with. The Plans shall be delivered to the Architectural Committee in person or by certified mail at the address to be designated from time to time by Developer or the Association.

Plans for any improvements must conform to certain Restrictions as set forth hereinbelow, and further, must conform to the other requirements of this Declaration. The Architectural Committee shall be the sole judge or arbiter of such conformance or non-conformance. Further, the Architectural Committee may approve or disapprove plans when the Architectural Committee, in its sole discretion, determines that the proposed improvements or any feature of the Plans are not architecturally or aesthetically compatible with Rivergreen. Until termination of the Class B membership, the Developer may, in its sole discretion, overrule any decision of the Architectural Committee.

If the Architectural Committee approves the Plans, the actual construction in accordance with the Plans shall be the responsibility of the Owner; provided, however, upon the completion of the improvements, and prior to occupancy, the Owner shall notify Developer, who shall have ten (10) days thereafter in which to have the improvements inspected by the Architectural Committee to insure that the construction was completed in accordance with the Plans approved by the Architectural Committee prior to construction. Also, the Architectural Committee shall have the right, in its discretion, to make periodic inspections during construction in order to verify compliance with the approved plans. In the event that the Architectural Committee shall fail to approve or disapprove in writing the completed improvements within ten (10) days after receipt of notice from the Owner that the improvements are completed, such approval shall not be required and these covenants will be deemed to have been complied with. In the event an Owner has made changes from the original Plans approved by the Architectural Committee and such changes were not previously approved by the Architectural

Committee, occupancy of the subject improvements shall be delayed until the necessary corrections have been made.

In the event any Owner shall fail to complete his residence according to the approved plans or to maintain the improvements situated upon his or her lot in a manner satisfactory to the Association, the Association may, upon the vote of two-thirds (2/3) of the Association's Directors, and after ten (10) days' notice in writing to the Lot Owner, and in the event of his continued failure to commence the correction of the matter in issue, enter upon said Lot and complete, repair, maintain or restore the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject and the Owner shall be personally liable for the cost of such maintenance so incurred. Upon failure of an Owner to make timely payment, the Association shall have the right to file a Notice of Lien.

In addition to the approval of Plans and other matters herein set forth, the Architectural Committee shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of any Owner and are not materially harmful to the Properties. If such waiver is granted in writing, then, thereafter, such matters so waived shall no longer be deemed a violation of these restrictions.

The approval of Developer or the Architectural Committee of the Plans and completed improvements as required above is not intended to be an approval of the structural stability, integrity or design of a completed improvement or of the safety of any component therein but is required solely for the purpose of insuring compliance with the covenants contained in this Declaration, and further, to insure the harmonious and orderly architectural development and improvement of the Properties. Notice is hereby given to any future occupant of any such completed improvement and all invitee, business guests and other persons who may from time to time enter or go on or about such completed improvements that no permission or approval granted by Developer or the Architectural Committee with respect to construction pursuant to this Declaration shall constitute or be construed as an approval by them of the structural stability, design of any building structure or other improvement and no liability shall accrue to Developer or the Architectural Committee in the event that any such construction shall subsequently prove to be defective. No structure of a temporary nature shall be allowed on any Lot at any time except that of an

Owner's contractors and subcontractor during the period of construction of improvements.

Section Two. Residential Use Only. All lots in Rivergreen shall be known as single family residential lots. No structure shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling with an attached garage or storage building. No structure shall exceed two and one-half (2-1/2) stories. No lot shall be used for a commercial use or purpose.

Section Three. Setback Requirement. Minimum setback requirements have been established on the recorded subdivision of Rivergreen but are not intended to engender uniformity. It is intended that setbacks may be staggered, where appropriate, so as to preserve trees and to assure vistas of open areas. The Architectural Committee shall have the right to approve the site plan and location of each house or other structure on each Lot and to arrange the same in such manner as it shall deem in the best interests of the overall development. No building or structure, or any part thereof, shall be located on any Lot nearer to the front line nor to a side or rear line than the minimum setback lines shown on the recorded plat or as specified in the Restrictions.

Section Four. Completion Before Occupancy. Before any house may be occupied, it must be completely finished.

Section Five. Minimum Floor Living Area. The total floor living area of the main structure upon any Lot, exclusive of open porches, patios, garages, and breezeways, shall be not less than three thousand (3000) square feet.

Section Six. Walls. Boundary walls for individual Lots may be erected, provided that the same are approved by the Developer or Architectural Committee. No walls, other than the retaining walls, may be constructed along the street on the front of any Lot unless approved by the Architectural Committee. No retaining wall, boundary wall, or any wall enclosing a patio or courtyard, shall extend to a height greater than that specifically authorized by the Architectural Committee. All boundary and retaining walls must be of brick, stone, stucco or other material agreeable to the Architectural Committee.

Section Seven. Mailboxes and Receptacles for Publications. The Architectural Committee has the right to establish a uniform mail box and mail box location system. No receptacles for receipt of newspapers or other publications shall be installed

without the specific authorization of the Architectural Committee.

Section Eight. Screening. Any and all equipment, air conditioner condensers, utility meters, clotheslines, woodpiles, garbage cans, refuse or storage piles placed on any lot, whether temporary or permanent, shall be so located or screened as to conceal the same from view of neighboring Lots, roads, streets and open areas. Plans for all screening walls and enclosures must be approved by the Architectural Committee. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot.

Section Nine. Exterior Materials and Storage of Materials. The exterior material of any residential structure shall be either brick, stone or stucco (not drivet) except the residential structures on Lots 78 and 79. The residential structures on Lots 78 and 79 may be either brick, stone, stucco or wood.

No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes, shall be stored on any Lot except for the purpose of construction on such lot, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress. The Lot shall be kept in a neat and orderly manner at all times during construction. Trash and debris such as pieces of lumber and drywall, paper, roofing materials, etc., shall be picked up and removed from the Lot daily. In the event an Owner should fail to comply with the provisions of this paragraph (g) within ten (10) days after receipt of notice from the Developer or the Association, the Developer or the Association may cause the Lot to be brought into compliance with the costs therefor shall become a lien on such lot and may be collected and/or enforced as an assessment pursuant to the provisions of Article IV of this Declaration.

Section Ten. Combination and Resubdividing. With the prior consent of the Architectural Committee, contiguous Lots may be combined in whole or in part. Lots may not be resubdivided so as to create a greater number of Lots than originally platted. In the event an entire Lot is combined with one or more contiguous Lots, then that Lot number shall be eliminated in order that the enlarged Lots shall continue to have only one Class A vote and be obligated to pay only one Assessment.

Section Eleven. Grade Changes and Excavation. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the consent of the

Architectural Committee is obtained. No Owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or commercial purposes.

Section Twelve. Eave Lights. Eave lights may not be installed on the front of residences. Eave lights installed on the sides of residences must be adjusted so that the rays of any beam or flood light will be directed to the rear of the residence and not to the side or front.

Section Thirteen. Entrances to Garages and Carports. No garages or carports may face the street in front of a residence unless approved by the Architectural Committee.

Section Fourteen. Driveway Surfaces. All driveways shall be constructed of hard surface materials such as concrete, asphalt or precast pavers. Loose materials such as gravel shall not be permitted.

Section Fifteen. Tree Removal. No tree in excess of six (6) inches in diameter may be removed from a Lot without the consent of the Architectural Committee.

Section Sixteen. Maintenance. All Lots (including any unpaved area between the boundary line of the Lot and the paved surface of an adjacent road), together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners. Rock or gravel yards are prohibited. In the event an Owner fails to so maintain the Lot, the Association or the Developer may cause said Lot to be so maintained, and the Owner shall pay the cost thereof to the Association or Developer upon demand. In the event an Owner fails to pay the same upon demand, such sum may be collected from the Owner as an assessment or charge pursuant to Article IV hereof.

The Association shall be responsible for the maintenance of the storm water detention areas designated on the Plat to insure said areas provide adequate retention and drainage; provided, however, regular maintenance (i.e. mowing and trimming) of the areas located on specific lots shall be the responsibility of any Owner on whose lot a storm water detention area is located.

Section Seventeen. Parking of Automobiles. A minimum of three (3) covered off-street parking spaces for each residence must be provided by each Lot Owner unless waived by the Architectural Committee.

Section Eighteen. Animals and Pets. No animals, reptiles, rodents, livestock, birds, fish, or poultry of any kind shall be raised, bred, or kept in or on the Lots except that dogs, cats or such other household pets approved by the Association may be kept on the Lots, provided such pets are not kept, bred, or maintained for any commercial purposes or in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on any Lot if such keeping results in an annoyance or is obnoxious to residences in the vicinity. Upon the written request of any Owner, the Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this Section Eighteen, a particular species of animal, bird, fowl, poultry, or livestock is a nuisance, or whether the number of animals or birds is reasonable.

Section Nineteen. Nuisances and Unsightly Materials. No house or other structure on any Lot shall be used for any commercial or business purpose. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot.

Section Twenty. Boats, Recreational Vehicles and Trucks. Boats, recreational vehicles, commercial vehicles and other equipment may be stored in enclosed structures or in screened areas (if the structures or screened areas have been previously approved by the Architectural Committee) and must not be visible from neighboring Lots, streets, roads or open areas. The Architectural Committee, in its sole discretion, may prohibit the storage or parking of any such units or equipment on a Lot.

Section Twenty-One. Solicitation. Soliciting in Rivergreen is expressly prohibited.

Section Twenty-Two. Swimming Pools. No swimming pool shall be installed or constructed without specific approval from the Architectural Committee. No above ground swimming pools shall be permitted.

Section Twenty-Three. Exterior Radio and Television Equipment. Unless approved by the Association, no towers, antennae, aerials, or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected and maintained on any Lot.

Section Twenty-Four. Signs and Billboards. No sign or billboard of any kind shall be displayed to the public view on

any Lot except for (1) directional or informational signs, established by Developer or the Association, (2) signs used by Developer, or by its successors or assigns, to advertise the Properties, provided such signs are located on property owned by Developer, and (3) signs not in excess of ten (10) square feet per side erected by an Owner upon that Owner's Lot to advertise the sale of that property.

Section Twenty-Five. Governmental Restriction. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to this Lot. In the event of any conflict between any provisions of this Declaration, the more restrictive provision shall apply.

ARTICLE VII

Easements

Section One. General. Until termination of the Class B Membership, developer reserves an easement for ingress and egress generally across the Properties at reasonable places on the Properties and the various Lots for the purpose of completing Developer's intended development. Said ingress and egress easement shall in any event be reasonable and shall not interfere with the construction of improvements on a Lot nor the use and enjoyment of a Lot by Lot Owner.

Section Two. Access. There is hereby reserved without further assent or permit a general easement to all policemen and any security guards employed by Developer, firemen, ambulance personnel, garbage collectors, mailmen, utility personnel, delivery service personnel and all similar persons to enter upon the Properties or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties. Included in the persons designated to have access to the premises are all public officials of Bowling Green, Warren County, Kentucky, and all police and fire officers.

Section Three. Roads and Bridges in Rivergreen. The roads and bridges of Rivergreen, as shown on the Plat, are private thoroughfares. The Association has responsibility for maintenance, repair or replacement of said roads after January 1, 2000. The Developer shall bear the total expense of maintenance, repair and replacement of all streets, curbs and bridges to January 1, 2000.

ARTICLE VIII

Maintenance of Unimproved Lots

An Owner shall either commence construction of a residence upon his Lot or cause his Lot to be improved so the same may be maintained the same as a completed lawn in a condition satisfactory to the Architectural Committee within one (1) year after closing of the purchase of the Lot from Developer. In the event an Owner fails to so improve his Lot within the time required, or fails to commence such improvement within thirty (30) days after notice from the Association or Developer, and, thereafter completes the same within ninety (90) days, the Association or the Developer may cause said Lot to be so improved and the Owner shall pay the cost thereof to the Association or Developer upon demand. In the event an Owner fails to pay the same upon demand, such sum may be collected from the Owner as an assessments or charge pursuant to Article IV hereof.

ARTICLE IX

Open Spaces and Recreational Areas

The Developer shall convey to the Association fee simple title to those portions of the Properties designated as Sunfish Lake (15.29 acres), Drakes Creek (25.74 acres) and Entrance (4.10 acres). The Association shall own, operate and maintain said areas as open spaces and recreational areas for the common use and enjoyment of Developer and the Owners. These designated open spaces and recreational areas shall also be in compliance with Section 9A.62 of Article IXA, Planned Unit Residential Development District of the Zoning Ordinance/Resolution for Bowling Green, Warren County, as presently enacted.

Every Owner shall have a right and easement of enjoyment in and to the open spaces and recreational areas, subject to this Declaration subjecting said areas to this purpose and use. Any Owner may delegate his or her right and enjoyment to the members of his or her family and social invitees, subject to reasonable regulation by the Association and in accordance with procedures it may adopt.

ARTICLE X

General Provisions

Section One. Duration. These restrictions shall be appurtenant to and run with the land and shall be binding upon

all Owners and parties hereinafter having an interest in any of the Properties and all parties claiming under them for a period of ninety-nine (99) years from the date of the filing of this Declaration.

Section Two. Enforcement. All provisions herein except Article VI may be enforced by Developer, its successors and assigns, until the termination of the Class B membership, or by the Association, by proceeding at law or in equity against the person, firm or other entity violating or attempting to violate any covenant or covenants, either to restrain the violation thereof or to recover damages, together with reasonable attorneys fees and court costs. Further, after the termination of Developer's Class B membership in the Association, in the event the Association fails to act to enforce any restriction herein, any Owner of any Lot may enforce these restrictions as aforesaid against any other Owner.

Section Three. Partial Invalidity. Any invalidation of any one or more of these restrictions by judgment, court order, or statute, or failure on the part of Developer or the Association or their successors or assigns to enforce any of said restrictions, shall in no way affect any of the other provisions hereof or be deemed as a waiver of the right to enforce such restrictions any time after the violation thereof.

Section Four. Abatement. In the event that any Owner violates any of the terms or conditions of these restrictions and fails to cure the same within ten (10) days after written notice thereof, then Developer or the Association, in addition to the other rights and remedies provided for herein, shall have the express right, privilege and license to enter upon any Lot to take any reasonable action to cure such violation, and all reasonable costs thereof shall be at the expense of the Owner of such Lot and shall be payable upon demand by Developer.

Section Five. Exoneration of Developer. Each Owner of any Lot in the Properties or any other party interested in the Properties expressly agrees that:

(a) No duty or obligation is imposed upon Developer to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall Developer be subject to any liability of any kind or nature whatsoever from any third party from failing to enforce the same; and

(b) Developer's approval (or approval by the Architectural Committee) of any building plans,

specifications, site or landscape plans or elevations, or any other approvals or consents given by Developer pursuant hereto (or by the Architectural Committee) or otherwise shall not be deemed a warranty, representation that any such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereon complies with any or all applicable laws, rules, building code requirements or regulations, the sole responsibility for all of same being upon the respective Owner; and all liability in connection therewith. Owner agrees to indemnify and hold the Developer and the Architectural Committee harmless from all loss or damage, including reasonable attorneys fees, incurred by Developer or Architectural Committee as a result of any suit or claim made by any party concerning any feature of construction of the improvements made to any Lot, the noncompliance thereof with such laws, rules, building code requirements or regulations, or further, any suit or claim made by any injured or alleged injured party claiming to have been damaged or injured by any failure in the structure of any completed improvement, any negligence in design or workmanship of any component of such completed improvements on such Lot.

Section Six. Other Lands of Developer. Nothing contained within these restrictions shall be held or construed to impose any restrictions, covenants, or easements on any other land of the Developer, except for the land contained within the description of the Properties, unless specifically submitted and included within these restrictions by a Supplementary Declaration.

ARTICLE XI

Amendment

The covenants and restrictions of this Declaration may be amended by the Developer without joinder of any Lot Owner, for a period of five (5) years from the date of recording of this Declaration; thereafter, by agreement signed by the Owners of at least two-thirds (2/3) of the Lots then subject hereto. Any such amendment shall not become affective until the instrument evidencing such change has been filed of record. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

Document 3

Amended Declaration of
Protective Covenants, Conditions
and Restrictions for Rivergreen

**AMENDED DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR RIVERGREEN**

THIS AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter sometimes referred to as "Amended Declaration") executed this 3rd day of May, 1995, by S.S.B.W., Inc., a Kentucky corporation (hereinafter sometimes referred to as "Developer");

WITNESSETH:

WHEREAS, Developer has heretofore caused to be duly executed on February 2, 1994, that certain Declaration of Protective Covenants, Conditions and Restrictions for Rivergreen (the "Declaration") and has caused same to be duly recorded in Deed Book 684, Page 7, in the office of the Warren County Court Clerk; and

WHEREAS, Developer desires to amend the Declaration as authorized by Article XI thereof;

NOW, THEREFORE, Developer, pursuant to Article XI of the Declaration declares as follows:

ARTICLE VI, Section One

Article VI, Section One is hereby amended to provide as follows:

Section One. Required Review of Plans. Before commencing the construction, reconstruction, remodeling, alteration or addition to any Building or structure, fence, wall, driveway, mailbox, receptacle for newspapers or other publications, path or other improvement of any nature, the Owner shall first submit its building plans, specifications, site and landscape plans, drainage plans, and an elevation sketch (collectively the "Plans") of all improvements to the Architectural Committee, as hereinafter described, for its written approval. The Plans shall include all materials for driveways, walls, fences, swimming pools and tennis courts. It shall be the responsibility of the Owner to secure, in writing, the approval of the Plans, which written approval shall be a condition precedent to any construction, reconstruction, remodeling, alteration, or addition by Owner. Construction of the improvements shall not begin without the written approval of the Architectural Committee. The Plans shall be delivered to the Architectural Committee in person or by certified mail at the address to be designated from time to time by Developer or the Association.

Plans for any improvements must conform to certain Restrictions as set forth hereinbelow, and further, must conform to the other requirements of this Declaration. The Architectural Committee shall be the sole judge or arbiter of such conformance or non-conformance. Further, the Architectural Committee may approve or disapprove plans when the Architectural Committee, in its sole discretion, determines that the proposed improvements or any feature of the Plans are not architecturally or aesthetically compatible with Rivergreen. Until termination of the Class B membership, the Developer may, in its sole discretion, overrule any decision of the Architectural Committee.

If the Architectural Committee approves the Plans, the actual construction in accordance with the Plans shall be the responsibility of the Owner; provided, however, upon the completion of the improvements, and prior to occupancy, the Owner shall notify Developer, who shall have the improvements inspected by the Architectural Committee to insure that the construction was completed in accordance with the Plans approved by the Architectural Committee prior to construction. Also, the Architectural Committee shall have the right, in its discretion, to make periodic inspections during construction in order to verify compliance with the approved plans. It shall be the responsibility of the Owner to secure, in writing, the approval of the Architectural Committee of the improvements. Should owner fail to get such written approval, the right of the Architectural Committee to approve the improvements shall in no way be waived. Construction of the improvements shall not begin without the written approval of the Architectural Committee. In the event an Owner has made changes from the original Plans approved by the Architectural Committee and such changes were not previously approved by the Architectural Committee, occupancy of the subject improvements shall be delayed until the necessary corrections have been made.

In the event any Owner shall fail to complete his residence according to the approved plans or to maintain the improvements situated upon his or her lot in a manner satisfactory to the Association, the Association may, upon the vote of two-thirds (2/3) of the Association's Directors, and after ten (10) days' notice in writing to the Lot Owner, and in the event of his continued failure to commence the correction of the matter in issue, enter upon said Lot and complete, repair, maintain or restore the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Lot is subject and the Owner shall be personally liable for the cost of such maintenance so incurred. Upon failure of an Owner to make timely payment, the Association shall have the right to file a Notice of Lien.

In addition to the approval of Plans and other matters herein set forth, the Architectural Committee shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of any Owner and are not materially harmful to the Properties. If such waiver is granted in writing, then, thereafter, such matters so waived shall no longer be deemed a violation of these restrictions.

The approval of Developer or the Architectural Committee of the Plans and completed improvements as required above is not intended to be an approval of the structural stability, integrity or design of a completed improvement or of the safety of any component therein but is required solely for the purpose of insuring compliance with the covenants contained in this Declaration, and further, to insure the harmonious and orderly architectural development and improvement of the Properties. Notice is hereby given to any future occupant of any such completed improvement and all invitee, business guests and other persons who may from time to time enter or go on or about such completed improvements that no permission or approval granted by Developer or the Architectural Committee with respect to construction pursuant to this Declaration shall constitute or be construed as an approval by them of the structural stability, design of any building structure or other improvement and no liability shall accrue to Developer or the Architectural Committee in the event that any such construction shall subsequently prove to be defective. No structure of a temporary nature shall be allowed on any Lot at any time except that of an Owner's contractors and subcontractor during the period of construction of improvements.

ARTICLE VI, SECTION FOUR

Article VI, Section Four, is hereby amended to provide as follows:

Section Four. Completion. Before any house may be occupied, it must be completely finished. Any house or other structure must be completely finished no later than fifteen (15) months after the date on which the building permit for such house or structure shall have been issued. In the event the structure is not completed within said fifteen (15) months, the association shall have the right, acting through the committee, to elect one of three alternative courses of action: (1) the committee may elect to remove the unfinished structure from the lot, (2) the committee may elect to undertake to complete construction, or (3) the committee may elect to levy an assessment against the owner and the lot in the amount of \$50.00 per day accruing from and after the day on which the fifteen (15) month maximum completion

period shall have expired. Any expenses incurred by the committee after having elected either of the first two options, or the assessment accruing against the owner and the lot in the event the committee elects option three, shall constitute and be secured by the continuing lien set out in Article IV, Section One, of this Declaration.

ARTICLE VI, SECTION FIVE

Article VI, Section Five, is hereby amended to provide as follows:

Section Five. Minimum Floor Living Area. The total floor living area of the main structure upon any lot, exclusive of opened porches, patios, garages, and breezeways, shall not be less than four thousand (4,000) square feet.

ARTICLE VI, SECTION SEVENTEEN

Article VI, Section Seventeen is hereby amended to provide as follows:

Section Seventeen. Parking of Automobiles. A minimum of three (3) covered off-street parking spaces for each residence must be provided by each Lot Owner unless waived in writing by the Architectural Committee.

ARTICLE VI, SECTION TWENTY SIX

Article VI is hereby amended by adding thereto a new Section Twenty Six as follows:

Section Twenty Six. Waivers. No provisions of this Article VI may be waived by the Developer or the Architectural Committee unless such waiver is set out in writing. No oral waiver shall be effective and no failure of the Developer or the Architectural Committee to enforce any provision of this Article VI shall be deemed to be a waiver in any respect.

IN TESTIMONY WHEREOF, the Developer has caused this Amended Declaration of Protective Covenants and Restrictions to be duly signed this 32 day of May, 1995.

S.S.B.W., INC.

By Jim Skaggs
Jim Skaggs, President

Document 4

Second Amended Declaration of
Protective Covenants, Conditions
and Restrictions for Rivergreen

**SECOND AMENDED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR RIVERGREEN**

THIS SECOND AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (hereafter the "Second Amendment") is made and entered into this 28 day of August, 2000, by the owners of Lots in Rivergreen Subdivision whose signatures are set forth hereinbelow.

WITNESSETH:

WHEREAS, the Rivergreen Subdivision Developer caused to be duly recorded on March 11, 1994, at Deed Book 684, Pages 7-27 in the office of the Warren County Clerk, that certain Declaration of Protective Covenants, Conditions and Restrictions for Rivergreen (the "Declaration"); and thereafter caused to be duly recorded on May 5, 1995 at Deed Book 0705, Pages 569-573 in the office of the Warren County Clerk that certain Amended Declaration of Protective Covenants, Conditions and Restrictions for Rivergreen (the "First Amendment"); said Declaration as amended by the First Amendment hereafter referred to as the "Declaration;" and

WHEREAS, the Class B membership of the Rivergreen Homeowners Association, Inc., a Kentucky non-profit corporation, has been terminated pursuant to Article III, Section 2(b)(iii) of the Declaration; and

WHEREAS, the Declaration at Article XI provides for its amendment after termination of such Class B membership by recorded agreement signed by the Owners of at least two-thirds of the lots then subject to the Declaration; and

WHEREAS, the Owners whose signatures appear hereinbelow agree and consent to this Second Amendment; and constitute ownership of more than 52 of the

78 existing lots in Rivergreen Subdivision;

NOW THEREFORE, said Owners, for good and valuable consideration, including the mutual benefits to be obtained by this Second Amendment, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, declare as follows:

ARTICLE VI, SECTION FIVE.

Article VI, Section Five is hereby DELETED and the following inserted in its place:

Section 5. Minimum Floor Living Area. The total floor living area of the main structure upon any lot, exclusive of open porches, patios, garages and breezeways, shall be not less than 4,500 square feet.

Except as amended herein, the Declaration and First Amendment are hereby restated, ratified and confirmed in all respects.

IN TESTIMONY WHEREOF, the Owners have caused this Second Amendment to be executed to indicate their consent and agreement to this Second Amendment as of the day and date first written above.

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Document 5

Third Amended Declaration of
Protective Covenants, Conditions
and Restrictions for Rivergreen

**THIRD AMENDED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR RIVERGREEN**

THIS THIRD AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS (hereafter the "Third Amendment") is made and entered into this 27th day of September, 2001, by the owners of Lots in Rivergreen Subdivision whose signatures are set forth hereinbelow.

WITNESSETH:

WHEREAS, the Rivergreen Subdivision Developer caused to be duly recorded on March 11, 1994, at Deed Book 684, Pages 7-27 in the office of the Warren County Clerk, that certain Declaration of Protective Covenants, Conditions and Restrictions for Rivergreen (the "Declaration"); and thereafter caused to be duly recorded on May 5, 1995 at Deed Book 0705, Pages 569-573 in the office aforesaid that certain Amended Declaration of Protective Covenants, Conditions and Restrictions for Rivergreen (the "First Amendment"); and thereafter caused to be duly recorded on August 28, 2000 at Deed Book D808, Pages 795-821 in the office aforesaid that certain Second Amended Declaration of Protective Covenants, Conditions and Restrictions for Rivergreen (the "Second Amendment"); said Declaration as amended by the First Amendment and Second Amendment hereafter referred to as the "Declaration;" and

WHEREAS, the Class B membership of the Rivergreen Homeowners Association, Inc., a Kentucky non-profit corporation, has been terminated pursuant to Article III, Section 2(b)(iii) of the Declaration; and

WHEREAS, the Declaration at Article XI provides for its amendment after termination of such Class B membership by recorded agreement signed by the Owners

of at least two-thirds of the lots then subject to the Declaration; and

WHEREAS, the Owners whose signatures appear hereinbelow agree and consent to this Third Amendment; and constitute ownership of more than 52 of the 78 existing lots in Rivergreen Subdivision;

NOW THEREFORE, said Owners, for good and valuable consideration, including the mutual benefits to be obtained by this Third Amendment, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, declare as follows:

ARTICLE VI, SECTION EIGHTEEN.

Article VI, Section Eighteen is hereby AMENDED by ADDITION of the following:

Notwithstanding the foregoing, up to three (3) horses may be kept on Lot 23 for the private pleasure use of the owner of Lot 23. Such horse shall not be used for any commercial purpose, including without limitation riding lessons and/or commercial breeding or raising. Such horses shall be at all times contained within the area depicted on the schematic designated Exhibit A hereto and by this reference incorporated herein; and shall not be ridden or all allowed to stray or graze outside of this area. The owner of Lot 23 shall at that owner's expense maintain, upkeep, repair and replace with similar materials the existing wooden plank fence and gate on Lot 23; and shall indemnify and hold harmless all other lot owners in Rivergreen Subdivision from all claims, causes of action, and/or damages to person or property caused, directly or indirectly, by the escape or straying of these horses or any of them outside the horse containment area depicted in Exhibit A hereto.

Except as amended herein, the Declaration, First Amendment and Second Amendment are hereby restated, ratified and confirmed in all respects.

