

DECLARATION OF RESTRICTIONS

OF

SUMMIT PARKS, SECTION TWO

OLDHAM COUNTY
R14 PG461

The undersigned, BBWD Partners, LLC by and through its authorized agent, 71 Land Group, LLC, hereinafter referred to as Declarant, does this 17 day of May, 2021, adopt the following restrictions for Summit Parks, Section Two, located in Oldham County, Kentucky.

WHEREAS, the Deed of Restrictions for Summit Park, Section One was amended and placed of record in Restriction Book 13, page 9 of the records of the Oldham County Court Clerk's office on the 15th day of August, 2017; and

WHEREAS, by virtue of said authority, the Declarant has the duties and rights of the Developer herein; and

WHEREAS, the Declarant is desirous of recording this Declaration of Restrictions for the Summits Park, Section Two, based upon said authority;

NOW THEREFORE WITNESSETH: The undersigned hereby adopts the following Amended Restrictions and Covenants for Summit Parks, which amended restrictions and covenants shall apply to all of the lots of said Summit Parks, Section Two as shown on Plat of same styled Summit Parks, Section Two which Plat is recorded in Plat Book 7, Page 66, of the Oldham County Clerk's Office. These restrictions shall be in addition to and are to be interpreted as being consistent with the already recorded restrictions for Summit Parks referenced hereinabove:

1. All lots shall be subject to the easements for electrical, drainage, gas, water, cable and telephone utilities as shown on the Plat(s) of said subdivision sections and/or as may otherwise be recorded in the Oldham County Clerk's Office. All such easements shall include the right of ingress and egress across the subdivision lots and the right to cut down or trim any trees within the easements that may interfere with the installation or operation of the utility lines.

2. All lots shall be used exclusively for single family private residences. No more than one dwelling house, not to exceed two and one-half (2-1/2) stories in height, designed for occupancy by a single family shall be erected on any one lot. No lot may be divided or diminished in size except in conjunction with an adjoining lot. Any such change shall be subject to the approval of the Oldham County Planning and Zoning Commission, and shall also be subject to the prior written approval of the Declarant. Approval by the Declarant shall be at Declarant's discretion under the same terms and conditions as stated in Item 9 below.

3. No residence shall be occupied until the exterior of the residence is fully

completed in accordance with the plans and specifications as submitted and approved by the Declarant. All new construction must be fully completed within twelve (12) months from the commencement of construction.

4. No residence shall be erected on said lots having less than the following minimum square footage required, excluding porches, garages, breeze ways, attics, basements, etc.:

- a. Full two (2) story plan residence, a minimum of 1,600 square feet total.
- b. One (1) floor plan residence, 1,500 square feet on the main floor.
- c. One and one-half (1-1/2) story floor plan residence, shall have a minimum of 1,650 square feet total.

The Declarant reserves the right to approve or disapprove any type residence not covered under the above floor plans. Whenever any questions arise as to any proposed structure or its compliance with the provisions of these restrictions, the decision of the Declarant shall be final.

5. All residences must have a garage which shall accommodate at least two (2) automobiles. Preferably, said garage shall be an attached or built-in, however may be detached subject to the approval of the Declarant as provided in Numerical Paragraph 9 hereof. Garages may open to the front, side or rear of the residences. No carports shall be constructed on any lot.

6. Residences erected shall have exterior walls of brick, brick veneer, stone or stone veneer, or cementitious siding. The exterior must consist of at least 85% brick, stone or stone facade. Declarant recognizes that the use of other exterior building materials such as wood siding or drivit may be desirable depending upon the type and style of house. Use of other materials may be approved at Declarant's sole discretion. Application for approval must be submitted in accordance with Item 9 of these restrictions.

The exterior building materials of all structures shall extend to ground level unless otherwise permitted by Declarant.

7. No residence shall be located on any lot nearer to the front lot line or the street side lot line than the minimum building setback lines shown on the recorded plat of Summit Parks, except steps and open porches may project into said area not more than six (6) feet.

8. All side walls of residences, garages, breeze ways and porches shall be at least seven (7) feet on one side and twelve (12) feet on the other side.

9. No improvements, structures or other appurtenances including garages shall be placed, constructed or permitted to remain upon any lot in Summit Parks until the plans

(including all elevations) and specifications (including exterior building materials) shall have been first submitted to and approved by the Declarant along with the applicable review fee payable to the Declarant or its assigns in the sum of \$250.00. No review shall commence until such time as all the foregoing conditions are met. Declarant reserves the right to approve or disapprove, in its sole discretion, the architectural design of any building or structure. Declarant reserves the right to approve all builders/contractors. The term "appurtenance" shall mean anything placed, constructed or permitted to remain upon any such lot. Approval granted hereunder shall be void after six (6) months unless renewed or construction is commenced in accordance with said plans. No outside storage or outbuildings of any kind will be permitted. Gazebos or like recreational structures or playground structures may be permitted upon design and location being approved by the Declarant.

a. Plans for any additions to a residence or other structure shall also be submitted to the Declarant for approval. The Declarant, in its sole discretion, may approve or disapprove the style, type, size or construction of any such structure. No structure shall be constructed on any lot unless it conforms to all the restrictions contained herein and to all regulations of the Oldham County Planning and Zoning Commission, the Department of Health and all other laws and regulations affecting the use and occupancy of said property. It is further provided that all structures and related landscaping, including tennis courts and swimming pools, shall be completed within twelve (12) months from the date the building permit is issued or construction started, whichever shall have first occurred.

b. No fence or wall structure or other improvements shall be erected, placed or altered on any lot until the construction plans (including location of the fence) and/or specifications shall have been first approved by the Declarant. All fence materials and design of same must be approved by the Declarant. Fences shall normally be confined to rear yards, however, Declarant may, at its sole discretion, approve a fence for the front or side yard if determined to be aesthetically compatible with the character of the residence and neighborhood. Under no circumstances will chain link or similar fence be approved. All fencing plans must be submitted on a survey plat for approval and must be accompanied by a review fee of \$100.00.

c. Subject to the requirements of the U.S. Postal Service and Oldham County, Kentucky, Declarant reserves the right to approve or disapprove all mailbox/paperbox receptacles and may establish uniform standards for same. Application for approval must be submitted to Declarant prior to the erection of any such receptacles. Declarant may designate a supplier from which all mailbox/paper box, receptacles must be purchased and installed. Lot Owner to pay cost of mailbox unless a common grouped mailbox regime is established.

d. All driveways must be properly paved within three (3) months of substantial completion of the residence and must be constructed of concrete, bituminous concrete or some other appropriate hard surface material such as driveway pavers. Use of materials other than concrete must first be submitted to Declarant for approval. No gravel drives shall be permitted beyond the three (3) month period.

e. Silt or erosion control measures may be required by the Declarant at anytime during the construction process. Failure to provide these measures at the time construction first begins will demand Declarant install same. Declarant shall bill the Owner/Builder for the cost of same which shall be promptly paid and shall constitute a lien on the property.

f. The finish grade on all lots must conform and be restored to the roadway plans for the entire width of the lot.

g. All lots are required to have sidewalks constructed along the frontage of said lot. This shall be constructed at the lot owners' expense and shall comply with all city and county ordinances and specifications. The lot owner and builder are responsible for submitting plans for construction of said sidewalk to the declarant but the declarant is not responsible for failure of the lot owner or builder to properly construct any sidewalk to the required standards and the lot shall indemnify any and all amounts incurred by Declarant should any third party commence any action against Declarant to enforce this Restriction or any city or county ordinance related to this provision.

h. All lots (from front of structure to edge of road pavement) must be properly sodded upon substantial completion of the residence and completion of the finish grade for the areas that have been disturbed. Suitable landscaping consisting of trees, shrubs and other plantings shall be installed in the front of the residence and shall be substantially completed within three (3) months from the date the residence is completed. At least two deciduous trees shall be planted in the front yard which shall be at least two (2) inches in diameter at the top of the root ball.

i. The Declarant, in order to maintain high quality construction within the subdivision, reserves the right of prior approval of each general contractor, contractor or builder which proposes, or is contracted with, hired or otherwise retained by any owner, to build a residence or other structure on any lot, which approval must be obtained prior to the commencement of any such construction. Any approval by Declarant of any general contractor, contractor

or builder shall in no manner serve as a guarantee, warranty, or representation of the quality of workmanship.

It is the intent of these provisions to insure that the residences and all improvements placed upon any lot shall be suited to the site on which placed, and in harmony with the overall scheme of the subdivision and the character and design of improvements placed upon other lots in Summit Parks. Declarant specifically reserves the right to disapprove any such proposed improvements or items based solely on aesthetic reasons, as determined in the sole discretion of the Declarant. Unless otherwise stated herein, any approval or disapproval made by the Declarant, unless arbitrarily or capriciously made for reasons other than as stated herein, shall not be overruled by any tribunal.

10. No house trailers, basements, tents, garages or out buildings or temporary structures shall be used as residence on any site.

11. No trailer, mobile home, truck, inoperable vehicle, motorcycle, commercial vehicle, camper trailer, camping vehicles (including an R.V.) or boats shall be parked or kept on any lot at any time unless properly housed or concealed from view, with such determination to be made by Declarant. No vehicle designed or intended for use or customarily used principally for commercial or recreational purposes not any vehicle conspicuously decorated so as to indicate an actual commercial or recreational use shall be parked, stored, kept or left standing upon any lot or street, except, in the case of commercial vehicles during periods when actually necessary for the furnishings of services to the owner or owners of lots in said subdivision. No vehicle shall be continuously or habitually parked on any street or public right of way. This provision shall not restrict the Declarant, its successor or assigns, the right to maintain a temporary sales office of any kind for the sale of lots in the subdivision.

12. No animals, livestock or chickens, other than ordinary household pets, and no animals of any description which constitute a nuisance or a threat or danger to persons or property shall be kept on any lot, nor shall animals of any description be kept for boarding, breeding or commercial purposes.

13. No noxious or offensive conditions or activities shall be permitted or carried on or upon any property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or a violation of any federal, state or county regulation or law affecting the use or occupancy of said property.

14. No commercial advertising shall be allowed within the subdivision, except signs for advertising the sale or rent of the property shall be permitted. This restriction,

however, shall not apply to contractors who are constructing residences, subcontractors working on any of the lots, or financial institutions actually financing the construction of the project, during the period of construction.

15. All lots shall be properly cut and/or weeded and maintained. The Declarant reserves the right to approve or disapprove the general appearance or condition of any lot. If any owner fails to maintain a lot, the Declarant reserves the right to mow or perform other necessary services on same and charge the owner a reasonable fee for the work, which charge shall constitute a lien upon the property.

Owner, at his/her option, may elect to have Declarant maintain the lot prior to commencement of construction. If such election is made, owner agrees to pay Declarant the costs involved for such maintenance. At owner's request, Declarant shall provide a schedule of costs concerning such maintenance.

16. No motorcycle, motor bike, motor scooter, mini bike or any other motor driven vehicle of that nature shall be operated or driven off the streets of the subdivision. No such motor driven vehicle shall be operated on the streets in such a manner as to cause a nuisance, and same shall be equipped with a lawful, suitable and efficient muffler at all times. All state, county and local ordinances shall be observed.

17. No owner of a lot shall permit any stream, creek, drainage ditch or culvert located upon or in the right of way adjacent to his lot, to become filled in, obstructed or damaged in any way which will prevent the normal flow and drainage of water. All grading of lots shall be accomplished in such a way so that surface water shall not be diverted or directed onto an adjoining lot.

No owner shall deposit or permit to be deposited any grease, oil, gasoline, detergent, pesticide, poison or other deleterious material into any stream or creek either directly or indirectly. Streams and creeks are on private property. No creek rock shall be removed nor shall the creek be traversed without the declarant's prior consent.

18. All utility installations within the subdivision shall be underground only, no utility poles shall be permitted on any lot without the prior written consent of Declarant.

All electric service lines serving each lot shall be underground throughout the length of the service lines from Louisville Gas & Electric Company pedestal to the approved structures erected on each lot.

19. No Commercial activity, business or commerce of any kind shall be carried

on upon any lot, except for construction of improvements as permitted herein.

20. The purchaser of each lot agrees that he will not use or permit the use of said lot, nor sell any portion thereof, for a passageway leading from the road to any adjoining property outside the subdivision. Although this restriction also applies to the Declarant in regard to any subdivision lots owned, Declarant does, however, reserve the right to use such property for a temporary construction access and/or to extend any existing right of way through property which is not a subdivision lot or where applicable, to link the roads to further subdivision development. Purchaser agrees that the road may be used for present and future construction traffic and equipment, and to provide access to any future sections.

As required by County Ordinance, these deed restrictions prohibit property owners from opposing or filing lawsuits against the future street connections. Any property owner opposing or filing a lawsuits regarding any future street connection shall pay any expenses incurred by any person defending such suit including, but not limited to, the Declarant, its assigns or the County.

It is understood and agreed that roads were constructed by the Declarant and that Declarant, its successors or assigns, are exempt from any present or future fees for use of the roads (except any applicable tax imposed by governmental authority), and shall not be restricted from the used of the roadways in any respect.

21. Swimming pools, clothes lines, antennae and receivers/transmitters:

a. No above ground swimming pools (except small children's toy pools) shall be erected or placed on any lot unless its design and placement are approved in writing by Declarant, which approval shall be within the sole and absolute discretion of Declarant and may be arbitrarily and unreasonably withheld. All pool plans must be submitted on a survey plat for approval and must be accompanied by a review fee of \$100.00.

b. No outside clothes lines shall be erected or placed on any lot.

c. No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement is first approved by Declarant, which approval shall be within the sole discretion of the Declarant and may be arbitrarily and unreasonably withheld.

22. Building materials shall not be stored on a lot prior to construction for a period of more than sixty (50) days without the permission of the Declarant.

23. Duty to repair and rebuild:

a. Each owner of a lot shall, at his sole cost and expense, keep his residence and related site improvements repaired, keeping the same condition comparable to the condition of such residence and improvements at the time of its initial construction, excepting only normal wear and tear.

b. If all or any portion of a residence or related site improvements are damaged or destroyed by fire, or other casualty, the owner shall, with all due diligence, promptly rebuild, repair or reconstruct such residence and improvements in a manner which will substantially restore it to its condition immediately prior to the casualty.

24. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall be kept in sanitary containers.

25. Road Maintenance Assessment. It is anticipated that the responsibility for the maintenance of the subdivision roads will be assumed by the county or the city upon their completion and upon the approval and acceptance by the Oldham County Fiscal Court. Until the time as such responsibility is assumed by the county or some other governmental agency, or if after assuming such responsibility the county or governmental agency relinquishes such responsibility, the Homeowner's Association referred to herein may assess a road maintenance fee as hereinafter stated. Declarant shall not be responsible for the payment of any such charges.

It is understood and agreed that the aforementioned assessment will continue until the maintenance of said roads is assumed/reassumed by Oldham County or some other public authority. In the event that a public authority becomes responsible for the roads and roadways, then the monies in the road maintenance fund, unless otherwise required bylaws, shall be transferred to the Homeowners' Association and may then be used for those items as provided in items 26 and 27 herein.

26. Street Lighting and other Common Facilities. The Declarant shall have the right to install and otherwise make available such common facilities and services as required by any governmental agency or which Declarant may deem reasonable or necessary for the general health, safety, welfare or convenience of the residents and owners of Summit Parks and any future sections of Summit Parks which are subsequently developed. Such common facilities may include, but not to be limited to recreational facilities, street lighting, watering systems, street signs, flowers, shrubbery and maintenance of same. The Homeowners' Association shall establish such assessment fees, in addition to the road maintenance fees as described in Item 25 herein (if applicable), as it deems necessary to cover the maintenance and use of such facilities or

27. HOMEOWNERS' ASSOCIATION

a. Membership. Declarant and every Owner of a lot in the subdivision shall be Member of the Summit Parks Homeowners' Association. Such Owner and Member shall abide by the Homeowners' Association Bylaws, Articles of Incorporation, and the rules and regulations adopted by the Association; shall pay the assessments provided for in this Declaration when due; and shall comply with the decisions of the Homeowners' Association Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

b. Classes of Membership. The Homeowners' Association shall have two classes of voting membership.

i. Class A. Class A Members shall be all Owners with the exception of Declarant, and shall be entitled to one vote for each lot owned. In no event shall any lot be entitled to more than one vote and there shall be no fractional voting regardless of the number of owners of any lot.

ii. Class B. The Class B Member shall be the Declarant or its assigns. Declarant shall be entitled to one hundred (100) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs.

-Transfer of control by the Declarant to the Homeowners' Association, as stated below, which must occur no later than thirty (30) years from the date of the conveyance of the first lot to an Owner other than the Declarant; or

- At such time as ninety-nine percent (99%) of the total number of lots which may be developed in this section and future sections of Summit Parks have been conveyed to Owners other than the Declarant. Provided, however, that if Declarant does not have a final subdivision plat recorded for a new section within two (2) years after 99% of the lots in the prior section(s) have been conveyed, the conversion to Class A membership shall automatically occur.

c. Transfer. The Homeowners' Association shall accept any and all rights, obligations or property owned by the Declarant at such time and from time to time as Declarant expressly conveys any such rights, obligations or property to the Homeowners' Association by conveying such rights, obligations or property.

d. Purpose of Assessment: Roadway Maintenance. The assessments levied by the Homeowners' Association shall be used for the roads as stated in item 25 herein and/or to promote the recreation, health, safety and welfare of the residents and in particular the acquisition, lease, improvement and maintenance of any properties, services and facilities devoted to this purpose, or for the use and enjoyment of any Common Areas, including but not limited to the costs of repairs, replacements and additions, the cost of labor, including labor for snow removal, equipment, materials, management and supervision, payment of taxes assessed against any Common Areas, the procurement and maintenance of insurance in accordance with the decisions of the Homeowners' Association, the employment of attorneys to represent the Homeowners' Association when necessary and such other needs as may arise, for such other payments as may be set forth in the Bylaws of the Homeowners' Association fails at any time to maintain any of the Common Areas, Declarant may perform any maintenance which Declarant believes in its sole discretion is necessary and the Homeowners' Association shall reimburse Declarant for expenses Declarant incurs for such maintenance. References in the Declaration to specific types of Common areas does not obligate the Declarant to provide such areas. All streets, roadways and rights-of-way in Summit Parks shall be operated, maintained and repaired at the discretion, under the control and as an expense of the Homeowners' Association, unless and until such obligations, or any one of them, are assumed by any municipal or governmental agency having jurisdiction thereof.

Declarant may construct certain recreational facilities, as it, in its sole discretion, deems appropriate and may transfer and convey the facilities or certain nonexclusive rights therein to the Homeowners' Association which shall accept such property or rights.

e. Uniform Rate of Assessment. Amount. The assessments contemplated by these restrictions including any special assessments, shall be fixed at uniform rates for all improved and unimproved lots except those owned by Declarant whose lots shall be exempt from any assessment. The initial assessment hereunder shall be \$100.00 annually for unimproved lots and \$250.00 for improved lots, and shall be prorated beginning with the month of the date of purchase of each lot and the commencement of construction. Said sums shall be payable within thirty (30) days after delivery of an invoice therefor, which invoices shall be issued at any time after January 1st of each such year. The Board of Directors of the Homeowners' Association may from time to time increase or decrease the assessment.

f. Special Assessment for Roadway or Capital Improvements. In addition to the annual assessments authorized above, the Homeowners' Association may levy, in any calendar year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction,

reconstruction, repair or replacement of roadway improvements should the amount of the assessment prove insufficient to maintain the roads as required by Paragraph 25 hereof or for capital improvement upon a Common Area, including fixtures and personal property related thereto. Any such assessment shall be applicable to the construction, reconstruction, repair or replacement of roadway or capital improvements performed in any year, and shall have the assent of the Declarant as long as the Declarant remains in control of the development and thereafter of the Members of the Homeowners' Association in accordance with its Bylaws.

g. Assessments; Creation of the Lien and Personal Obligation. Each Owner, except the Declarant, by acceptance of a deed for the lot whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Homeowners Association (i) annual assessments, to be established and collected as provided in these provisions. The annual and special assessments, together with interest, costs and reasonable attorneys' fees (which may be required to enforce said assessments), shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. Late fees of \$25.00 per month shall accrue until such time as any allowable lien is filed.

h. Subordination of the Lien to First Mortgage. The lien of the assessments provided for herein as well as any other liens allowed in these restrictions shall be subordinate to the lien of any first mortgage on the lot.

i. Effect of Nonpayment of Assessment: Remedies of the Homeowners' Association. Any assessment not paid by the due date shall bear interest from the due date at the maximum rate of interest then allowable by Kentucky law. The Homeowners' Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees or such action or foreclosure shall be added to the amount of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of that owner's lot.

j. Owner's Easements of Enjoyment, Every owner shall have a right and easement of enjoyment in and to any Common Area which shall be appurtenant to and shall pass with the title to every lot. All Common Areas are hereby made subject to the Homeowners' Association. The Declarant retains an easement across or onto any lot for the purpose of maintaining Common Areas which, for the sole purpose of maintenance, includes all sides of walls constructed by the Declarant or the Homeowners' Association

and the right to dedicate or transfer all or any part of a Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Homeowners' Association, provided such dedication or transfer is approved and accepted by the public agency, authority or utility, where such acceptance or approval is necessary. Declarant may dedicate utility or service easements at its sole discretion, so long as there is in existence the Class B membership as provided above.

k. Delegation of Use. Any owner may delegate, in accordance with the Bylaws of the Homeowners' Association, his right of enjoyment to a Common Area to the members of his family living at the house, or to his tenants or contract purchasers who reside on the owner's lot. Membership in the Homeowners' Association may not be conveyed separately from ownership in the lot.

l. Homeowners' Association's Right of Entry. The authorized representative of the Homeowners' Association or the Board of Directors of the Homeowners' Association shall be entitled to reasonable access to the individual lots as may be required in connection with the maintenance of, repair or replacement within a Common Area, of any equipment, facilities or fixtures affecting or serving other lots or a Common Area or make any alteration required by any governmental authority.

28. The liens provided for herein may be filed in the Oldham County Court Clerk's Office without notice to the lot owner. Further, the fees and costs incurred in filing said lien and any associated work including reasonable attorneys' fees, shall be recoverable as part of the lien and enforcement thereof.

29. Amendment of Restrictions. These restrictions may be altered or abolished by an agreement between the Declarant and the owners of 75% of the total lots in the platted subdivision (including any additional sections of Summit Parks put to record, and including those lots owned by the Declarant), acknowledged and recorded as a Deed of Conveyance, and such alteration or abolition shall thereafter be binding upon all owners of the lots in the subdivision.

30. These restrictions may be enforced by any of the following individuals or entities: lot owner; subdivision Homeowner's Association; the Declarant, its successor or assigns. Any failure to enforce, either promptly or otherwise, any of the restrictions or covenants contained herein or as shown on the recorded Plat, shall not be deemed a waiver of the right to enforce thereafter, and the invalidation of any of the covenants or restrictions contained herein by Judgment of any Court of competent jurisdiction shall not effect any of the other restrictions and covenants, and they shall remain in full force and effect.

The costs of enforcing any of these restrictions, including a reasonable

attorney's fee, shall be awarded at the discretion of the Court, to the prevailing party unless the prevailing party is the Declarant or its assigns which shall be entitled to recover its fees regardless of prevailing in the underlying action and which shall not have fees assessed against it.

31. All the restrictions and provisions herein shall be deemed to be covenants running with the land and binding upon the parties hereto, their heirs, successors and assigns and to each purchaser, his heirs, successors and assigns and shall be in full force and affect from the date of execution of same by Declarant.

32. Declarant's rights of approval and authority as stated herein shall survive the sale of all the lots in the subdivision. However, Declarant reserves the right to assign all of its rights and responsibilities hereinabove stated.

33. These restrictions may be incorporated by reference into future sections of this subdivision. If not incorporated in whole or part into future sections, then the 51% requirement for amendment shall only apply to those plats of record that have been incorporated at time of amendment.

34. Neither Declarant nor its directors or officers of the Homeowner's Association shall be personally liable to the owners for any mistake or judgment or for any other acts or omission of any nature whatsoever while acting in their official capacity, except for acts or omissions found by a court to constitute gross negligence or actual fraud. The Owners shall indemnify and hold harmless, the Declarant or any director or officer and their respective heirs, assigns, executors, administrators and successors in accordance with the By-Laws.

35. Board's Determination Binding: In the event of any dispute or disagreement between any owners relating to the property or any questions of interpretation or application of the provisions of these Restrictions, the Articles of Incorporation of the Homeowner's Association or the Bylaws, the determination of the Board of Directors shall be final and binding on each and all such owners.

WITNESS the hand of the Declarant on the date first herein above written.

BBWD PARTNERS, LLC

by: 
Walt Schumm, authorized agent

STATE OF KENTUCKY)

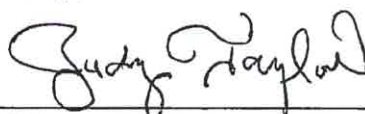
SCT.

COUNTY OF OLDHAM)

I, D. Berry Baxter, Notary Public within and for the State and County aforesaid, do certify that on this date the foregoing instrument was produced to me in my county by Walt Schumm, member of 71 Land Group, LLC acting as the managing member of BBWD Partners, LLC and was by him signed, acknowledged and delivered as and for his act and deed.

My commission expires: 9-19-2022

WITNESS my hand this 17 day of May, 2021.



NOTARY PUBLIC, KY. STATE AT LARGE
ID 607610

THIS INSTRUMENT WAS PREPARED BY:

BERRY, FLOYD & BAXTER, P.S.C.
ATTORNEYS AT LAW
117 WEST MAIN STREET
LAGRANGE, KY 40031

BY: 

D. BERRY BAXTER

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