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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BOONES CROSSING SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made and effective as of the 22 day of July, 2026, by 2070 BOONESBORO ROAD, LLC, a Kentucky limited liability company, whose address is 2250 Thunderstick Drive, Ste. 1206, Lexington, Kentucky 40505 (hereinafter referred to as the "**Declarant**")

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Exhibit "A" attached hereto and partially illustrated on the record plat attached hereto as Exhibit "B", which plat is dated May 21, 2026 and of record in Plat Book Slide 2646 in the Clark County Court Clerk's office, both of which being incorporated herein by reference, and intend by this Declaration to impose upon the "Properties" (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Properties. The Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of the Properties as are now or hereafter subjected to this declaration.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" and illustrated on Exhibit "B", and any additional property as is hereafter subjected to this Declaration by "Subsequent Amendment" (as defined herein) shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having, or hereafter acquiring, any right, title or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof, the Declarant and the "Association" (as defined herein).

ARTICLE I

DEFINITIONS

The terms in this Declaration and the "By-Laws" (as defined herein) shall be construed to have their ordinary, generally accepted meanings unless otherwise specifically defined herein or in the By-Laws. In addition, the following definitions shall apply:

**Mail and Return to
Franklin & Rapp
1001 Monarch St., Suite 120
Lexington, Kentucky 40513**

1.1 "Area of Common Responsibility" shall mean and refer to the "Common Area" (as defined herein) together with those areas, if any, which by the terms of this Declaration or by contract with any Person, become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Properties, may be part of the Area of Common Responsibility.

1.2 "Association" shall mean and refer to the Boones Crossing Homeowner's Association, Inc., a Kentucky non-profit, non-stock corporation, its successor and assigns, which has been or will be, formed for the purposes of (i) maintaining and administering the Common Areas (ii) administering and enforcing the terms and conditions of this Declaration, and (iii) collecting the assessments and charges hereinafter created as all of the foregoing is more specifically hereinafter provided for.

1.3 "Board of Directors" or "Board" shall be the elected body of the Association having its normal meaning under Kentucky corporate law.

1.4 "By-Laws" shall mean and refer to the By-Laws of Boones Crossing Homeowner's Association, Inc., attached hereto as Exhibit "C", as they may be amended from time to time.

1.5 "Common Area" shall mean (i) all real and personal property within the Properties which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of the Owners; (ii) the Common Areas and/or rights-of-way within the Properties which are not dedicated to the public and are shown and identified on the plats recorded by the Declarant or any other person, including, but not limited to, retention basins, retention easements, private assess easements, easements for ingress, egress, construction, reconstruction and maintenance, signage easements, jogging and/or bicycle paths, pedestrian access easements, including without limitation, all improvements and facilities located thereon which shall be deemed to the Association to be for the common use and benefit the Owners; and (iii) areas within public rights-of-way with the Properties as identified on record plats, including, but not limited to, roadways and medians upon which the Declarant or their assignees has constructed and/or installed improvements for the common use and enjoyment of the Owners, including, but not limited to, landscaping, sprinkler systems, signage and lighting. The Common Area, with the exception of the Common Area which is located within (i) public rights-of-way, and/or (ii) easements, all as described herein, shall be conveyed to the Association at such time as may be determined by the Board of Directors. Unless otherwise conveyed to the Association by deed or other written instrument, the Common Area shall not include any "clubhouses", swimming pools, tennis courts, and other similar recreational facilities, even though they may have been constructed for, and are made available for utilization by, all or certain classes of the Owners or for their common use and enjoyment.

1.6 "Common Expenses" Shall mean and include the actual and estimated expenses of operating the Association, for general purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws, and the Articles of Incorporation of the Association.

1.7 "Community-Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined and set forth by the Board of Directors, the "New Construction Committee" and the "Modifications Committee" (as each are hereafter defined).

1.8 "Declarant" shall mean and refer to 2070 Boonesboro Road, LLC, a Kentucky limited liability company, or its successors and assigns who take title to (i) all of the undeveloped or unsold property described on Exhibit "A"; or (ii) to any portion of the undeveloped or unsold property described on Exhibit "A" for the purpose of development or sale and who are designated as the Declarant hereunder in a recorded instrument executed by the Declarant.

1.9 "Development Plan" shall mean and refer to the preliminary or final, as appropriate, development plan or plans for the "Properties" (as herein defined) most recently approved by the Winchester-Clark County Department of Planning and Community Development.

1.10 "General Assessment" shall mean and refer to assessments levied to fund Common Expenses for the benefit of all "Members" (as herein defined) of the Association.

1.11 "Lot" shall mean any subdivided tract of land shown upon the final record plats of the Properties and any additional subdivided tracts which may become subject to this Declaration. The term "Lot" shall also include remaining, vacant portions of the Properties intended for development but not included within any final record plat. The term shall include all portions of the lot owned, including any structure thereon. In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Lots designated for such parcel on the Development Plan.

1.13 "Member" shall mean and refer to a "Person" (as herein defined) entitled to membership in the Association, as provide herein.

1.14 "Mortgage" shall mean and refer to a first mortgage and a deed that includes the reservation of a first priority vendor's lien.

1.15 "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

1.16 "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

1.17 "Owner" shall mean and refer to one (1) or more Persons who hold the record title to any Lot, with the exception of lots or undeveloped property owned by the Declarant, its members or any entity related to or controlled by the Declarant, including, but not limited to, Via Vitae Development, LLC and its members and JCM 2, LLC and its members, which is a part of the Properties but excluding in all cases any Person who is a Mortgagee or holds an interest merely as security for the performance of an obligation.

1.18 "Person" shall mean a natural person, a corporation, a limited liability company, a partnership, a trustee or other legal entity.

1.19 "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and shall further refer to such additional property as is hereafter subjected to this Declaration by Subsequent Amendment.

1.20 "Special Assessment" shall mean and refer to assessments levied in accordance with Section 9.3 of the Declaration.

1.21 "Subsequent Amendment" shall mean an amendment to this Declaration which subjects additional property to this Declaration. Such Subsequent Amendment may, but is not required to impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Subsequent Amendment to the provisions of this Declaration.

ARTICLE II

PROPERTY RIGHTS AND SCOPE OF THIS DECLARATION

2.1 Right and Easement of Enjoyment: Exceptions

Every Owner shall have a right and easement of enjoyment in and to the Common Area for the purposes for which such areas are established, which shall be appurtenant to and shall pass with the title to every Lot subject to this Declaration, as it may be amended from time to time, and subject to any restrictions or limitations contained in any deed conveying such property to the Association.

2.2 Delegation of Use

Any Owner may delegate its right to use the Common Area and the improvements located thereof to its tenants who reside on the Properties, and for so long a such right of enjoyment has been so delegated, the Owner shall have no right to utilize the Common Area. An Owner leasing its Lot shall be deemed to have delegated all such rights to the Lot's lessee. Membership in the Association may not be conveyed separately from the ownership of a Lot.

2.3 Recreational Facilities

Unless otherwise conveyed to the Association by deed or other written instrument, any "clubhouses", swimming pools, tennis courts and other similar recreational facilities situated upon any portion of the Properties (hereinafter the "Recreational Amenity Facilities") shall be owned by the owner of the underlying real estate (the "Recreational Facilities Owner"), which may or not be the Declarant, and neither the Association or any Member shall have any claim of ownership with respect to, or any rights to utilize, the Recreational Amenity Facilities in the absence of a specific agreement between the Member and the Recreational Facilities Owner. The criteria for membership in or use of the Recreational Amenity Facilities shall be at the sole discretion of the Recreational Facilities Owner, and may be changed from time to time by the Recreational Facilities Owner. Any assessments, dues, fees or other charges levied by the Recreational Facilities Owner in connection with the Recreational Amenity Facility shall be separate and distinct from the General Assessments and Special Assessments established by the Association pursuant to Article X hereof.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

3.1 Membership

Every Owner, as defined in Section 1.17 of Article I of this Declaration, shall be deemed to have a membership in the Association. No Owner, whether one or more persons, shall have more than one (1) membership per Lot owned. In the event the Owner of a Lot is more than one (1) person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership, including the right to vote, may be exercised by a Member, or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Lot owned by a corporation, limited liability company, or partnership shall be exercised by the individual designated in a written instrument provided to the Secretary of the Association, subject to the provision of this Declaration and the By-Laws.

3.2 Voting

The Owner of each Lot which is zoned for single family occupancy shall have one (1) vote per Lot. In any situation where a Member is entitled personally to exercise the vote for its Lot, and more than one (1) person holds the interest in such Lot required for membership, the vote for such Lot shall be exercised as those persons determine among themselves and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended if more than one (1) person seeks to exercise it. Provided, however, that the Declarant or its designee shall have total and complete control over the Association until such time as it has (i) transferred title to one-hundred (100%) percent of the lots in the entire

subdivision development, or (ii) transferred or assigned such control over to a third party or otherwise relinquished control to the Association.

ARTICLE IV

MAINTENANCE

4.1 Association's Responsibility

The Association has been formed for the purpose of maintaining and keeping in good repair the Common Area and certain other areas as provided in this Article IV. The Association shall maintain and keep in good repair the Area of Common Responsibility, unless such obligations are assumed by any municipal or governmental agency or other entity having jurisdiction thereof, such maintenance is to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair and replacement, reconstruction, subject to any insurance then in effect, of all landscaping and other flora, structures and improvements situated upon such areas, entranceways, entry walls, retention basins, ponds, fountains, landscaping on medians and rights-of-way of all public roads and landscaping of buffers around any public park within or adjacent to the Properties. Notwithstanding the obligation to maintain the Area of Common Responsibility, the Board of Directors may discontinue the operation of any fountain or similar aesthetic device within such area of Common Responsibility if, in its sole discretion, the Board determines that doing so is in the best interest of the Association.

After the construction and installation of the retention basins and the initial landscaping material in the retention basins, medians, entranceways and rights-of-way of public roads, and the construction of brick or stone entry monuments by the Declarant, (Declarant to be reimbursed for the costs of the entry monuments by Association) the maintenance thereof shall be performed by the Association to the highest standards of care. The Declarant hereby grants to the Association a non-exclusive easement in perpetuity over, under and through the Common Areas and any adjoining portions of the Properties necessary for the purpose of performing its maintenance responsibilities.

4.2 Owners Responsibility

Each Owner shall maintain its Lot and all structures, driveways, parking areas, retention areas, landscaping and other improvements comprising the Lot in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by the Association pursuant to an amendment to this Declaration applicable to such Lot. At no time shall any Owner park on the grass or in any manner blocking a driveway, nor shall they give permission or allow anyone to do so. If any Owner fails properly to perform its maintenance responsibility, the Association may perform it and assess all costs

incurred by the Association against the Lot and the Owner in accordance with the applicable provisions of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

4.3 Retention Basins

By accepting title to any Lot, the Owner of such Lot acknowledges that any retention basins constructed upon or within the Properties were constructed based upon governmental laws, rules and regulations, and engineering standards, as they existed as of the time such retention basins were constructed. In the event that the local, state or federal governmental authorities should change their requirements relating to retention basins, any costs and expenses relating to the retention basins constructed or required to be constructed upon the Properties shall be at the sole expense of the Association, and the Declarant, nor the Declarant's developmental agent, shall have any liability in connection therewith.

ARTICLE V

INSURANCE AND CASUALTY LOSSES

5.1 Insurance

The Association's Board of Directors, or its duly authorized agent, shall have the authority to obtain, on behalf of and for the benefit of the Association, its Members, officers and directors, such insurance coverages and/or bonds as the Board of Directors in their discretion determines, including, but not limited to, blanket all-risk coverage, fire and extended coverage, public liability, workers compensation, director's and officer's liability and a fidelity bond. Premiums for all insurance and/or bonds obtained shall be Common Expenses of the Association and shall be included in the General Assessment, as defined in Article I, Section 1.11 of this Declaration, and as more particularly described in Article X, Section 10.1, of the Declaration.

5.2 Disbursement of Proceeds

If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or reconstruction is made, shall be retained by and for the benefit of the Association and placed in a capital improvements account.

5.3 Damage and Destruction

A. Any change or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amounts of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provide, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the Common Area damage or destruction shall be repaired or reconstructed.

B. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed, and no alternative improvements are authorized, then, and in that event, the affected portion of the Properties shall be restored to their natural state and maintained by the Association in a neat and attractive condition, consistent with the Community Wide Standard.

5.4 Repair and Reconstruction

If the damage or destruction to the Common Area for which insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for General Assessments. Additional assessments may be made in a like manner at any time during or following the completion of any repair or reconstruction.

5.5 Individual Insurance

By virtue of taking title to a Lot subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot(s) and structures constructed thereon. Such insurance is to be in an amount sufficient to cover One-Hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of the structures on its Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction, or such other plans or specifications as are approved in accordance with Article XI of this Declaration and the Owner shall pay any costs or any repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it

existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the Community Wide Standard.

ARTICLE VI

NO PARTITION

Except as is permitted in the Declaration or amendment thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

ARTICLE VII

CONDEMNATION

Whenever all or any part of the Common Area shall be taken by any authority having the power of condemnation or eminent domain (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of the Members representing at least two-thirds (2/3) of the total Association vote and the Declarant, as long as the Declarant owns any property described on Exhibit "A"), each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvement have been constructed, then, unless within sixty (60) days after such taking, the Declarant, so long as the Declarant own any property described in Exhibit "A" of this Declaration, and all Members, representing at least seventy-five percent (75%) of the total vote of the Association, shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions of Article V hereof regarding the disbursement of funds with respect to casualty damage or destruction which is to be repaired shall apply.

If the taking does not involve any improvements in the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

ARTICLE VIII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

8.1 Common Area

The Association shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto, common landscaped areas, retention basins, entrance walls and medians), and shall keep it in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions thereof.

8.2 Personal Property and Real Property for Common Use

The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold or other property interests within the Properties conveyed to it by the Declarant.

8.3 Rules and Regulations

The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association.

8.4 Implied Rights

The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE IX

ASSESSMENTS

9.1 Creation of Assessments

There are hereby created assessments for Common Expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 9.6 of this Article. There shall be two (2) types of assessments:

A. General assessments to fund expenses for the benefit of all Members of the Association. Such expenses shall include, but not be limited to, the expenses incurred by the Association in connection with maintaining the Common Area including mowing and landscaping expenses, providing security services throughout the Properties (if any), maintaining any brick or stone walls situated upon the Common Area, and maintaining the jogging and bicycle paths and retention basins throughout the Properties.

B. Special assessments as described in Section 9.3 below.

General assessment shall be levied on all Lots as set forth in Section 9.2 below. Special assessments shall be levied as provided in Section 9.3 below. Each Owner by acceptance of its deed, whether or not it shall be expressed in such deed, is deemed to covenant and pay these assessments.

All assessments, together with interest at a rate not to exceed eighteen percent (18%) or the highest rate allowed by Kentucky law, whichever is less, as computed from the date the delinquency first occurs, costs and reasonable attorney's fees, (subject to the Association's fine policy) shall be a charge on the land and shall be a continuing lien upon the Lot against which assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot at the time the assessment arose, and its grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except to the extent the lien securing same may have extinguished by judicial proceedings.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Lot. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the

Board of Directors which may include, without limitation, acceleration of the annual General Assessments for delinquents. Unless the Board of Directors otherwise provides, the General assessment shall be paid in annual installments which shall be due and payable on or before thirty (30) days following the sending of an invoice for same. Any assessment not paid within ten (10) days of the due date shall be deemed delinquent without notice or demand.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Lot. No diminution or abatement of assessment or setoff shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration, or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments having a separate and independent covenant on the part of each Owner.

9.2 Computation of Assessments

It shall be the duty of the Board, at least sixty (60) days before the beginning of the calendar year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members (the "Annual Budget Meeting"), to prepare and approve a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general expenses. The amount of the General Assessment to be levied for each calendar year against each Lot under Section 9.6 below shall be computed as of the 1st day of January of each calendar year for the succeeding calendar year based on the record ownership of each Lot as of such date. All assessments, whether General Assessments or Special Assessments, shall be levied upon each single-family Lot Owner equally. For purposes of calculating the specific amount of each General Assessment to be levied against each Owner, undeveloped Lots (if any) which are owned by the Declarant (and exempted from paying General Assessments pursuant to Section 9.7 below) shall not be included.

This computation shall be performed only one time each calendar year and any transfers, subdivisions, or consolidations pursuant to Subsequent Amendments, or removal of any of the Properties from this Declaration shall not be considered until such computation is performed the following year. The Board shall cause a copy of the budget and the amount of the General Assessment to be levied against each Lot for the following year to be delivered to each Owner at least fifteen (15) days prior to the Annual Budget Meeting. The budget and the assessment shall become effective unless disapproved at the Annual Budget Meeting by a vote of Members or their alternates representing at least a majority of the total votes in the Association. The Association's fiscal year shall be a January 1 calendar year, and all assessments shall be due and

payable within thirty (30) days of billing.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved, or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as the budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

The amount of the General Assessment for the 2026 fiscal year and all subsequent years shall be at least \$350.00 per Lot, unless the amount of such assessments are lowered by the affirmative vote or written consent of a majority of the Members present in person or by proxy constituting a quorum of the Members at any special or annual meeting of the Association as those terms are defined in the by-laws, subject to the Declarant's control period set forth in section 3.2 herein before.

For lots conveyed directly to any third-party by Declarant, the General Assessment for the year of the conveyance shall not be pro-rated and payment of same shall be the total responsibility of the purchasing third-party.

9.3 Special Assessments

In addition to the assessments authorized in Section 9.1 of this Article , the Association may levy a Special Assessment or Special Assessments in any year applicable to that year; provided such assessment shall have been approved by the affirmative vote or written consent of a majority of the Members present in person or by proxy constituting a quorum of the Members at any special or annual meeting of the Association as those terms are defined in the by-laws, subject to the Declarant's control period set forth in section 3.2 herein before.

The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and its Lot into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws and the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

9.4 Lien for Assessments

The General and Special Assessments and all other sums assessed against any Lot pursuant to this Declaration, together with late charges, interest, costs and reasonable attorney's fees actually incurred as provided herein, shall be secured by a continuing lien on such Lot in favor of the Association, which lien shall not be diminished in any way by a transfer, subdivision and/or consolidation that occurs after the 1st day of January of each calendar year. Such lien shall be prior and superior to all other liens and encumbrances on such Lot except:

A. All taxes, assessments, and other levies which by law would be superior thereto, and

B. the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, to which first Mortgages the lien created herein shall be subordinate and inferior in all respects.

Such lien, when delinquent, may be enforced by suit, judgment and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Lot at foreclosure sale and to acquire and hold, lease, manage and convey the same. During the period of time which a Lot is owned by the Association following foreclosure:

A. no right to vote shall be exercised on its behalf; and

B. no assessment shall be assessed or levied on it; and

C. each of the other Lots shall be charged, in addition to their usual assessments, their equal pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure.

Suit to recover a money judgment for unpaid assessment and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. After notice and an opportunity for a hearing, the Board may temporarily suspend the voting rights of a Member who is in default in payment of any assessment.

All payments shall be applied first to costs and attorney's fees, then to late charges, then interest, then to delinquent assessments, then to any unpaid installments of the General Assessments or Special Assessments which are not the subject matter of the suit, in the order of their coming due, and then to any unpaid installments of the General Assessments which are the subject matter of suit, in the order of their coming due.

9.5 Capital Budget and Contribution

The Board of Directors shall annually prepare a capital budget to consider the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution shall be fixed by the Board and included within and distributed with the

budget and assessment as provide in Section 9.2 of this Article.

9.6 Date of Commencement of Assessments

The assessments provided for herein shall commence as to all Lots upon the recording of the first deed to any Lot, but in no event prior to May 21, 2026. The first annual assessment due for any Lot shall be paid in full upon the first transfer of a lot without proration.

9.7 Exempt Property

Notwithstanding anything to the contrary herein, the following property shall be exempt from payment of General Assessments and Special Assessments:

- A. all Common Areas; and
- B. all property dedicated to and accepted by any governmental authority or public utility, including, without limitation, public streets and public parks.

9.8 Failure to Assess

The omission or failure of the Board to fix the assessment amounts or rates, or to deliver or mail to each Owner an assessment notice, shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay assessments on the same basis as for the last year for which an assessment was made until a new assessment is made, at which time any shortfalls in collections may be assessed retroactively by the Association.

ARTICLE X

USE RESTRICTIONS

The Association, acting through its Board of Directors, shall have authority to make, to modify and to enforce standards and restrictions governing the use of Lots and Common Areas, in addition to those contained herein. Such regulations and use restrictions shall be binding upon all Owners or occupants until and overruled, canceled or modified in a regular or special meeting of the Association by Members representing a Majority of the votes in the Association.

No lot in the Subdivision shall be used except for private single-family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single-family dwelling designed for the occupancy of one family (including any

domestic servants living on the premises), not to exceed two and one-half (2-1/2) stories in height (3 stories for structures with a front-loading basement). Any residence constructed upon a lot shall contain an attached private garage, large enough to accommodate at least two (2) automobiles. As regards renting and leasing, no lot or portion thereof shall be rented or used for transient or hotel purposes, which is defined as: (1) rental under which occupants are provided customary hotel services such as room service or food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (2) rental to roomers or boarders on a temporary basis, temporary defined as being less than six (6) months or without a written lease; or rental through any services such as Airbnb, VRBO or similar agencies.

10.1 Approval of Construction Plans

No building, fence, wall, structure or other improvements (including a detached garage) nor outside landscaping shall be erected, placed or altered on any lot until the construction plans, specifications and a plan showing the grade elevation (including rear, front and side elevations) and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of concrete) shall have been approved in writing by Declarant or by any person or association to whom it may assign such approval right. Declarant may vary the established building setback lines, at its sole discretion, where not in conflict with applicable zoning regulations. Once a home is constructed according to the approved plans, the homeowner shall be prohibited from changing any exterior feature or outside landscaping of the home and other improvements on the lot without the express, written consent of the Declarant or by any person or association to whom it may assign such approval right.

10.2 Building Materials

A. Unless otherwise approved by the Declarant, at least 51% of the front of each house and any other structure (excluding the roof, doors, and windows) shall be constructed of brick or stone and the color and type of brick or stone must be approved in writing by the Developer. All construction shall be finished to grade level. The exterior surface of the front of all houses must be constructed of 51% brick or stone (except in the case of dormers or other small surface areas where using brick or stone would impose an undue financial hardship). No brick on sides is required. The lower elevation of any brick or stone around the base of any house shall be no higher than four (4") inches above the natural grade level of the ground (not the grass) unless otherwise approved by the Declarant. No other exterior building materials shall be permitted without the prior written approval of the Declarant.

B. All roof shingles shall be of the "dimensional shingle" type and of dark or earth tone color (as hereinafter defined), or black. No white or light color shades of shingles shall be permitted, however, the Developer may, in its sole and absolute discretion, give written approval of any other color of "dimensional shingle".

C. All non-brick surfaces of all houses and other structures (whether they are painted surfaces, vinyl siding, etc.) must be approved in writing by the Developer and shall be of earth tone colors (as hereinafter defined), except that roof shingles and window shutters may also be black. Notwithstanding the foregoing, window frames, grills, casing and other window trim components installed within houses may (in addition to earth-tones) be white or off-white, however, the Developer may, in its sole and absolute discretion, give written approval of any other color of window frames, grills, casing or other window trim components.

D. For purposes hereof, "earth tone" colors are defined as being warm, muted colors ranging in the color spectrum from neutral to deep brown. By way of example and not by way of limitation, the following colors are not considered to be "earth tone" colors: white, yellow, green, orange, red, blue, pink, purple and black, however, the Developer may, in its sole and absolute discretion, give written approval of any color of non-brick surfaces.

10.3 Setbacks

Subject to any plat restrictions or governmental requirements:

A. No structure shall be located on any lot closer to the front lot line or the side street line than the minimum building setback line established by governmental authorities and/or on the recorded plat, except bay windows, steps, and open porches may project into said areas not more than six (6) feet. The provisions of this Paragraph shall be deemed to be complied with if the average setback of the front or side of the structure satisfies the set-back line requirements set forth on the recorded plat.

B. The Declarant may authorize variances from compliance with any of the foregoing set-back requirement provisions when circumstances such as topography, nature obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with rules and regulations adopted by the Declarant, and ordinances and regulations of the City of Winchester. Such variances may only be granted, however, when unique circumstances dictate, and no variances shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of these Restrictions, or (c) estop the Declarant from denying a variance in other circumstances. For purposes of this section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

10.4 Minimum Floor Areas

Unless otherwise approved by the Declarant, all houses constructed in the subdivision shall be at least 1,200 square feet for one-story (ranch) houses and 1,500 square feet for two-story houses exclusive of the garage. The garage, porches, patios, decks, basements, or other

non-conditioned areas do not count towards the minimum square feet requirement.

10.5 Nuisances, Unsightly or Unkept Conditions

No obnoxious or offensive trade or activity shall be conducted on any lot, and nothing shall be done which may become an annoyance or nuisances to the neighborhood. It shall be the responsibility of the Owner of each lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on such lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any lot. No lot Owner shall install, place or otherwise cause to be seen from the outside of the improvements on its, his, her or their house any window HVAC unit. All lot Owners shall clean all vinyl siding on the exterior of its, his, her or their house annually.

10.6 Use of Other Structures and Vehicles

A. No temporary structures, including temporary tool sheds and/or field offices used by builders, shall be permitted on any lot without the prior written consent of the Developer, and then, only upon such terms to which Developer agrees.

B. No outbuilding, trailer, tent, barn or other similar structure may be erected on a lot at any time. Provided, however, that a storage unit or similar structure, with the Declarant's written approval, may be constructed on a lot provided that same is permanent in nature and consistent with the general color and architecture of the house.

C. No trailer, truck, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time except on a short-term basis or unless said vehicle is housed in a garage or basement; no inoperable automobile shall be parked on any lot or street, unless housed in a garage; and no vehicle shall be parked on any street in the Subdivision except on a short-term basis, no longer than 24 hours. No vehicles may be parked in the yard or in any manner blocking the sidewalk at any time. No mechanical work shall be performed on any vehicle outside of the garage and no vehicle may be covered with a tarp or other covering outside of the garage.

10.7 Garages

All garages shall be attached to the residence. For purposes of this Paragraph, garages connected by a permanent overhead walkway shall be an attached garage. Each residence must have a garage large enough to accommodate at least two (2) automobile

10.8 Sodding, Landscaping and Hardscaping.

After the residence has been constructed, the Owner shall be responsible for grading and completely sodding all front, side and rear yards. Seeding instead of sodding is allowed in rear yards only. Any changes to the Landscape or Hardscape after final construction may only be made with the express written approval of the Declarant.

10.9 Sidewalks, Driveways and Curbs

The builder of the house constructed upon each lot shall be responsible for constructing, at his, her or its expense, the sidewalks along the front of each lot, and for repairing any damage done to the curbs contiguous to the lot resulting from construction activity. Each lot Owner shall be responsible for concreting a tapered sidewalk apron of that lot's driveway with curb cuts and related concrete work to be in a material and conformity with the Declarant's plan and the rules and regulations of the applicable municipal government; and each Lot Owner agrees to provide and maintain sidewalks on that lot, at the Owner's expense. Each Lot Owner shall complete the driveway and sidewalk within fourteen (14) days after completion of the single-family dwelling. All driveways shall be composed of concrete. All houses must have a private sidewalk that leads from either the residence driveway or front city sidewalk to main entrance area. Public sidewalk maintenance is the responsibility of the homeowner at the time of purchase. It is the Owner's responsibility to ensure that they comply with the City of Winchester regulations for public walks that adjoin their property.

10.10 Business/Home Occupations

No trade or business of any kind (except for home occupations allowed under the applicable zoning ordinance where the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence, does not involve large number of persons coming onto the lot, and is consistent with the residential character of the Subdivision) and no practice of medicine, dentistry, osteopathy and like endeavors, shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Paragraph 1 above, a new house may be used by the builder thereof as a model home for display or builder's own office, provided said use terminates within two years from completion of the neighborhood.

10.11 Fences/Decks

All fences and decks must be approved by the Declarant prior to construction. No fences shall be taller than six (6) feet in height. All fences shall be shadow boxed with pressure treated wood or black aluminum. All wood fences and decks shall be stained within one year of construction or the sale of the lot by the builder or Declarant, whichever is later. They shall be

stained Sherwin Williams Canyon Brown Semi-Transparent (SW-3559), or such other color as approved in writing by the Declarant. If you have a fully fenced in rear yard, then it is your responsibility to stain the side of the fence that faces your property. If you, or a previous owner, have installed a fence on your property and the neighboring property has not utilized the fence you constructed to completely fence in their rear yard, then you are responsible to stain both sides of the fence. There is an easement on every property to allow fence maintenance, and this easement can be used by neighboring properties, the Declarant, and the Boones Crossing Homeowners Association, Inc. to fulfill this responsibility. The Declarant may enforce this rule and hold the lot owner responsible for reimbursement of its costs. No chain link, wire or stockade fences or walls shall be constructed or permitted on any lot. No fence or wall of any nature may be extended toward the front or street side property line beyond the rear corners of the residence without the prior written approval of the Declarant or its authorized representatives.

10.12 Hedges

No hedge shall be planted on any lot unless its placement and planning are approved in writing by the Declarant.

10.13 Mailboxes and Paper Holders

To ensure uniformity, all Common Community Mailboxes (CBU - Cluster Box Units) where individual keys and boxes will be serviced by the U.S. Postal Service and be eligible to residents of the subdivision, per the Post Office's final determination. The location of these CBU units will be determined by the Declarant in a centrally located and convenient place for homeowners in the Subdivision. In the event that any homeowner is approved for an individual mailbox by the Post Office, same must be approved by the Declarant before installation, and homeowner shall be solely responsible for the upkeep and maintenance of the box.

10.14 Basketball Equipment, Clotheslines, Garbage Cans, Tanks, Pools, etc.

All basketball goals, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring lots, streets, and properties located adjacent to such lot, except that basketball goals may be placed so as to be visible to adjoining lots from March 1 through November 30 if its backboard is glass or of a transparent material. No lighting or illumination devices shall be allowed to be attached to the goal, backboard or support structure, and no detached lighting devices shall be permitted if the purpose of which is to facilitate the playing of basketball during the evening hours. Further, basketball goals shall be undamaged, not secured by sandbags, concrete blocks or other exterior weight, and shall be located between the sidewalk and garage. All rubbish, trash, and garbage shall be regularly removed from the lot and shall not be allowed to accumulate thereon. Garbage

cans shall not be in view of the street. Cans may be placed on the street the day prior to trash pick-up after 5pm and must be returned day of pick up by 6pm. No clothesline shall be permitted on any lot. No above-ground pools shall be erected, constructed, or installed on any lot.

10.15 Drainage and Irrigation

Drainage of each Lot shall conform with the general drainage plan of the Subdivision; no storm water drains, roof downspouts or ground water shall be integrated into the sanitary sewer system, and all lot connections made with water-tight joints per plumbing code requirements. No sprinkler irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals, or other waterways within the subdivision shall be installed, constructed, or operated within the Subdivision unless prior written approval has been received from the Declarant. All sprinkler and irrigation systems shall draw water only from the local water company, unless otherwise approved by the Declarant.

10.16 Disposal of Trash

No Lot shall be used as a dumping ground for rubbish, trash, or garbage, and all such waste shall be kept in suitable sanitary containers.

10.17 Animals

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for dogs, cats and other household pets (meaning the domesticated pets traditionally recognized as household pets in this geographical area), provided that such pets are not kept, bred or maintained for commercial purposes, and provided that such pets be kept within an enclosed area and not permitted to run or stray upon other lots unless on a leash or under direct control; further, pets are not to be chained in the backyard at all times. When pets are walked, they shall be on a leash and in the control of someone at all times, and they are always to be kept off the medians. Owners are always responsible to clean up waste from pets, and no food shall be left outside at any time to feed stray or feral animals.

10.18 Owner's Duty to Maintain Property

Each Lot Owner shall keep the grass properly cut, keep the lot free from weeds and trash, and keep the lot neat and attractive. Further, each Owner shall maintain any visible blinds and screens in good repair at all times. If a Lot Owner fails to so maintain the Lot, the Declarant, or its assignee, may take any action it deems appropriate to make that Lot neat and attractive, and the Owner shall, upon demand, reimburse the Declarant for any expenses incurred.

10.19 Signs

No signs of any kind shall be displayed on any lot, with the exception of For Sale or Rent signs [which shall be no greater in size than nine (9) square feet] and signs deemed appropriate by the Declarant. School spirit signs may be posted up to 21 days, no more than twice a year, if no larger than nine (9) square feet.

10.20 Flag Policy

In order to protect the common synchrony of the Boones Crossing community, common continuity of the Boones Crossing community, elements of compatibility and the neighborhood character, 2070 Boonesboro Road, LLC, the Declarant, has enacted the following standards for the display of flags in the Boone Crossing Subdivision pursuant to its rights set forth in this Declaration. This policy is made in compliance with the American flag Act of 2005 and is as follows: Only the United States American Flag may be displayed, the flag must never be in disrepair, torn, faded, frizzy, discolored or frayed. The flag must be displayed in strict adherence to the United States Flag Code title 4, United States Code Chapter 1. The flag may be displayed in one of 2 ways, either attached to the house or by use of a free-standing flagpole. For flags attached to the house, the pole may not exceed more than six (6) feet in length and should be attached to the house at an approximate 45-degree angle. Flagpoles attached to the house may be wooden (in a natural color) or aluminum and may have a small topper such as an American Eagle or other patriotic symbol. For flags displayed on a flagpole, the flagpole shall not be greater than ten (10) feet off the ground and must be set in concrete below grade which must be substantial enough to support the weight of the pole and flag in a storm and/or windy conditions. The pole must be made of aluminum or similar metal and silver in color and may have a small topper such as an American eagle or other patriotic symbol. For homeowners wishing to install a flagpole to display the flag, it shall be their obligation to provide Declarant with documentation from a creditable source that the concrete foundation for the flag is sufficient to support the pole and flag in a storm or windy conditions and shall not be installed until the Declarant has approved same, in writing to the homeowner. For the peaceful enjoyment of other homeowners in the vicinity, no additional or special lightning shall be installed to illuminate any flagpole at night, therefore, flags should only be displayed from sunrise to sunset. Provided, however, that the Declarant may fly a flag over any model home advertising its business.

10.21 Utilities

Each lot owner shall be responsible for preserving and protecting underground utilities located on the lot; no utility lines of any kind may be above ground unless approved by the Declarant.

10.22 Gardens

No vegetable gardens shall be planted or maintained on any lot.

10.23 Antennas or Satellite Dishes

No Lot Owner shall install an exterior antenna, aerial, satellite dish or telecommunications unit in excess of 18" in diameter on a Lot unless approved by the Declarant in writing. Satellite Dishes and Antennas must be at the rear of the house and not visible to the street. No more than one satellite dish or antenna per property. Each Owner maintaining a satellite dish must provide proof of active service to the Declarant on an annual basis.

10.24 Subdivision/One Building Per Lot

No additional subdivision of a Lot shall be made without the written consent of the Declarant and any appropriate governmental bodies; further, no more than one (1) building shall be built on any Lot; however, this restriction shall not include pool houses, gazebos or similar structures which have been approved by the Declarant.

10.25 Obligation to Construct or Reconvey

Every Lot Owner shall, within fifteen (15) months after the date of conveyance of the Lot without a dwelling thereon, commence in good faith the construction of a single-family dwelling approved according to Paragraph 2 above; provided that should construction not commence within the fifteen (15) months period of time, the Declarant may elect to repurchase any Lots on which construction has not commenced for a purchase price equal to ninety percent (90%) of the agreed purchase price of said Lot or Lots hereunder, in which event the Lot Owner shall immediately reconvey and deliver possession of, and marketable title to, said Lot or Lots to the Declarant.

10.26 Zone Changes

No zone changes for any portion of the Subdivision shall be applied for without the prior approval of the Declarant.

10.27 Roof Pitch

No roof on any residence shall be less than a 6/12 pitch unless approved in writing by the Declarant.

10.28 Lighting

Except for seasonal Christmas decorative lights, which may be used between November 15 and January 10 only, all exterior lights must obtain the prior written approval of the Declarant and may not be colored nor exceed a total of 4000 kilowatts in power.

10.29 Artificial Vegetation, Exterior Sculpture and Other Items

No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags, and similar items must be approved in writing by the Developer.

10.30 Energy Conservation and Equipment

No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed upon any lot unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the Declarant.

10.31 Water Features

All lakes, ponds and streams within the Subdivision shall be aesthetic amenities only, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal floatation devices shall be permitted. The Declarant shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of any lakes, ponds, or streams within the Subdivision.

10.32 Destruction of House

If a house constructed or being constructed on a lot sustains total or significant damage, it must be re-built to its original condition (or as approved by the Board of Directors) within one (1) year from the date of the damage by a builder approved by the Board of Directors; or, should the owner decide not to reconstruct the house, the lot must be cleared with all debris removed, graded, and stabilized with suitable grass within six (6) months of the date of the damage and then maintained according to these regulations and mowed regularly to prevent a nuisance condition. The Board of Directors shall have the power to enforce this regulation by appropriate fines or otherwise.

ARTICLE XI

GENERAL PROVISIONS

11.1 Term

The covenants and restrictions of this Declaration shall run with the land and bind the Properties and shall inure to the benefit of and shall be enforceable by either the Declarant, the

Association, or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years agreeing to terminate said covenants and restrictions, in which case this Declaration shall be terminated as specified herein.

11.2 Amendment

The Declarant and the Association, pursuant to Article VIII of this Declaration, have the privilege to amend this Declaration for the purposes of annexing certain real property to this Declaration pursuant to recorded Subsequent Amendments. Prior to the conveyance of the first Lot, the Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may amend this Declaration so long as it still owns property described in Exhibit "A" for development as part of the properties and, so long the amendment has no material adverse effect upon any right of any Owner; thereafter and otherwise, and except as otherwise provided in this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing seventy-five percent (75%) of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the Clark County Clerk's Office.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that the Owner has the authority to so consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of the Declarant without the written consent of the Declarant, or the assignee of such right or privilege.

11.3 Removal of Property

Notwithstanding any of the foregoing, the Declarant reserves the right to amend this Declaration unilaterally at any time prior to its relinquishment of its Association control rights pursuant to section 3.2 hereinbefore set forth for the purpose of removing certain portions of the Properties then owned by the Declarant, or their affiliates, or the Association, from the provisions of this Declaration, without prior notice and without the consent of any person other than the Owner thereof, either (a) to the extent such property was included originally in error; or (b) as a result of any changes whatsoever in the plans for the Boones Crossing Subdivision

desired to be effected by the Declarant, provided such withdrawal is not inconsistent with the overall uniform scheme of development for the Boones Crossing Subdivision.

11.4 Indemnification; Liability of Directors

A. Each person who is, or who was a member, director, committee member, or Officer of the Association, whether elected or appointed, and each person who is, or who was serving at the request of the Association as a member, director, or officer of another corporation, whether elected or appointed, including the heirs, executors, administrators, or estate of any such person, shall be indemnified by the Association to the full amount against any liability, and the reasonable cost or expense (including attorney fees, monetary or other judgments, fines, excise taxes, or penalties and amounts paid or to be paid in settlement) incurred by such person in such person's capacity as a member, director, officer, committee member, or employee; provided however, no such person shall be indemnified against any such liability, cost or expense incurred in connection with any action, suit or proceeding in which such person shall have been adjudged liable on the basis that personal benefit was improperly received by such person, or for such indemnification would be prohibited by law. Such right of indemnification shall be a contract right and shall include the right to be paid by the Association the reasonable expenses incurred in defending any pending or threatened action, suit, or proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) in advance of its final disposition; provided, however that such advance payment of expenses shall be made only after delivery to the Association of an undertaking by or behalf of such person to repay all amounts so advanced if it shall be determined that such person is not entitled to such indemnification. This right of indemnification shall also provide that the officers, directors, or committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. Furthermore, the officers and directors shall have no personal liability with respect to any contract or any commitment made by them in good faith on behalf of the Association (except to the extent that such officers or directors may be also Members of the Association), and the Association shall indemnify and forever hold harmless them against any and all liability to others on account of any such contract or commitment. Any repeal or modification of this Article XI shall not affect any rights or obligations then existing. If any indemnification payment required by this Article XI is not paid by the Association within ninety (90) days after a written claim has been received by the Association, the member, director, officer, committee member, or employee may at any time thereafter bring suit against the Association to recover the unpaid amount and, if successful in whole or in part, such person shall be entitled to be paid also the expense of prosecuting such claim. The Association shall maintain insurance, as a Common expense, to protect itself and any person against any such liability, cost or expense, whether or not the Association would have the power to indemnify such person against such liability, cost, or expense under the Kentucky Nonprofit Corporation Acts or under this Article XI, if such insurance is reasonably available. The indemnification provided by this Article XI shall not be deemed exclusive of any other

rights which those seeking indemnification may have or hereafter acquire under any bylaw, agreement, statute, vote of members, or board or directors, or otherwise. If this Article XI or any portion hereof shall be invalidated on any ground by any court or competent jurisdiction, then the Association shall nevertheless indemnify each such person to the full extent permitted by any applicable portion of this Article XI shall not have been invalidated by any other applicable law.

B. The liability of each and all directors of this Association shall be and is hereby limited to the greatest extent permitted by law and no director of the Association shall be liable to the Association for monetary damages for breach of such director's duties as a director, except for the following (which exceptions shall be construed as narrowly as legally permissible):

1. For any transaction in which the director's personal financial interest is in conflict with the financial interests of the Association; or

2. For acts or omissions not in good faith or which involve intentional misconduct or are known to the director to be a violation of law; or

3. For any transaction from which the director derives an improper personal benefit. In addition to the limitation on a director's liability stated hereinabove, no acts taken as a director shall be the basis for monetary damages or injunctive relief unless:

4. The director has breached or failed to perform the duties of the director's office in compliance with the general standards for directors as set forth in KRS 273.215; and

5. In the case of an action for monetary damages, the breach or failure to perform constitutes willful misconduct or wanton or reckless disregard for human rights, safety or property.

11.5 Severability of Provisions

Invalidation of any one or more of these provisions by judgment or other court order shall not affect any other provisions hereof which shall remain in full force and effect.

11.6 Right of Entry

The Association shall have the right, but not the obligation, to enter into any Lot for emergency, security and safety, which right may be exercised by the Associations Board of Directors, officers, agents, employees, managers and all policemen, firemen, ambulance personnel and other similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Lot to cure any

condition which may increase the possibility of fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board, and shall also include the right to enter upon the land comprising any Lot for the purpose of inspecting for compliance with the requirements of Article X, and of the purpose of performing maintenance of, repairs or replacements within the Common Area, or any equipment, facilities or fixtures affecting or serving other Lots or the Common Area, or to make any alteration required by any governmental authority.

11.7 Litigation

No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the Board of Directors. Any meeting called for such purpose shall be subject to the same notice and quorum requirements and other procedures as approved by the By-Laws for meetings of the membership. This section shall not apply, however, to:

- A. actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens); or
- B. the imposition and collection of assessments as provided in Article IX hereof; or
- C. proceedings involving challenges to ad valorem taxation, or
- D. counterclaims brought by the Association to proceedings instituted against it.

ARTICLE XII

DECLARANT'S RIGHTS

Any or all of the special rights and obligations of the Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Clark County Clerk's Office. Nothing in this Declaration shall be construed to require the Declarant, or any successor, to develop any adjoining property in any manner whatsoever.

Notwithstanding any provisions contained in this Declaration, the By-Laws, Articles of Incorporation, use restrictions, rules and regulations, design guidelines, or any amendments thereto, so long as construction and initial sale of Lots shall continue, it shall be expressly permissible for Declarant, its respective successors and assigns, and any builder or developer approved by Declarant, to carry on sales and promotional activities on Lots owned or leased by

Declarant, their successors and assigns, or such other builder or developer; and to construct and operated business offices, signs, construction trailers, and sales offices on said Lots.

No rights, privileges or easements granted or reserved herein shall be merged into the title of the properties but shall be held independent of such title and no such right, privilege or easement shall be surrendered, conveyed or released except by delivery of quitclaim deed from the Declarant releasing such right, privilege or easement by express reference thereto.

So long as the Declarant continues to have rights under this Article, no person shall record any declaration of covenants, conditions and restrictions or declaration of condominium or similar instrument effecting any portion of the Properties without the Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in said declaration of covenants, conditions and restrictions or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

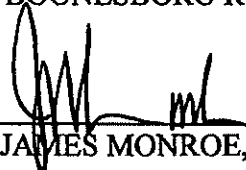
ARTICLE XIII

SPECIFIC RESTRICTIONS

It is contemplated by the Declarant that as specific portions, units, sections or tracts of the Properties (hereinafter a "Tract") are subdivided, the owner of that Tract will execute and record in the Clark County Clerk's Office a specific "Deed of Restrictions" for that particular tract. In such event, the terms of this Declaration shall continue in accordance with Article XI, but should there be any inconsistency between the specific of any such "Deeds of Restrictions" and this Declaration, the terms of the Deeds of Restrictions shall control; provide however, that any such Deeds of Restrictions shall never be interpreted or construed as (i) abrogating or diminishing the rights of Declarant, unless the Declarant was a party to the Deed of Restrictions, or (ii) exempting any Owner from his or her obligation to pay General or Specific Assessments pursuant to Article IX hereof.

IN WITNESS WHEREOF, the Declarant, 2070 Boonesboro Road, LLC, a Kentucky limited liability company, has executed this Declaration of Covenants, Conditions and Restrictions for Boones Crossing Subdivision on this the day and year first above written.

2070 BOONESBORO ROAD, LLC

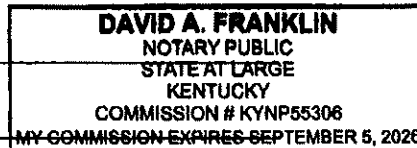
BY: 
JAMES MONROE, SOLE MEMBER

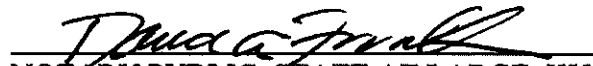
COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing instrument was acknowledged, subscribed, and sworn to before me on this 22 day of July, 2026, by James Monroe, as sole member of 2070 Boonesboro Road, LLC, a Kentucky limited liability company, on behalf of said limited liability company.

My commission expires: _____

Notary ID Number: _____




NOTARY PUBLIC, STATE AT LARGE, KY

This instrument prepared by:

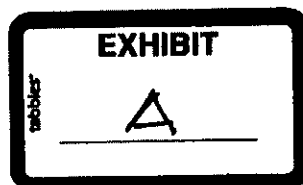
David A. Franklin, Attorney
Franklin & Rapp
1001 Monarch St., Suite 120
Lexington, Kentucky 40513

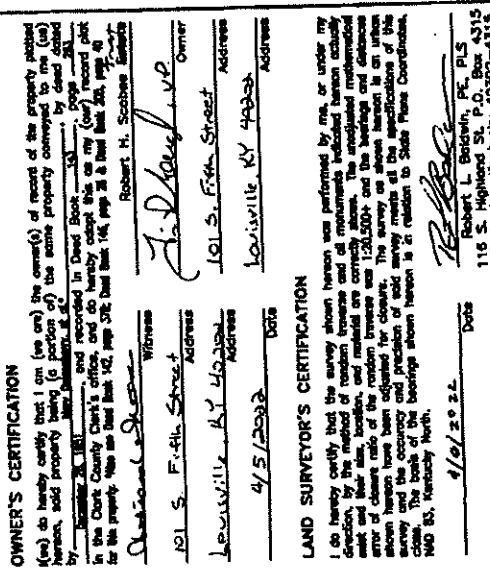
David A. Franklin

EXHIBIT "A"

Being all of parcel 2 (170.6 acres) of the R.H. Scobee Trust Property, Clark County, Kentucky, as shown by plat thereof recorded in Plat Slide 2387 in the Clark County Clerk's Office.

Being a part of the same property conveyed to 2070 Boonesboro Road, LLC, a Kentucky limited liability company, by deed dated September 25, 2024, and of record in Deed Book 587, Page 58, in the Clark County Clerk's Office.





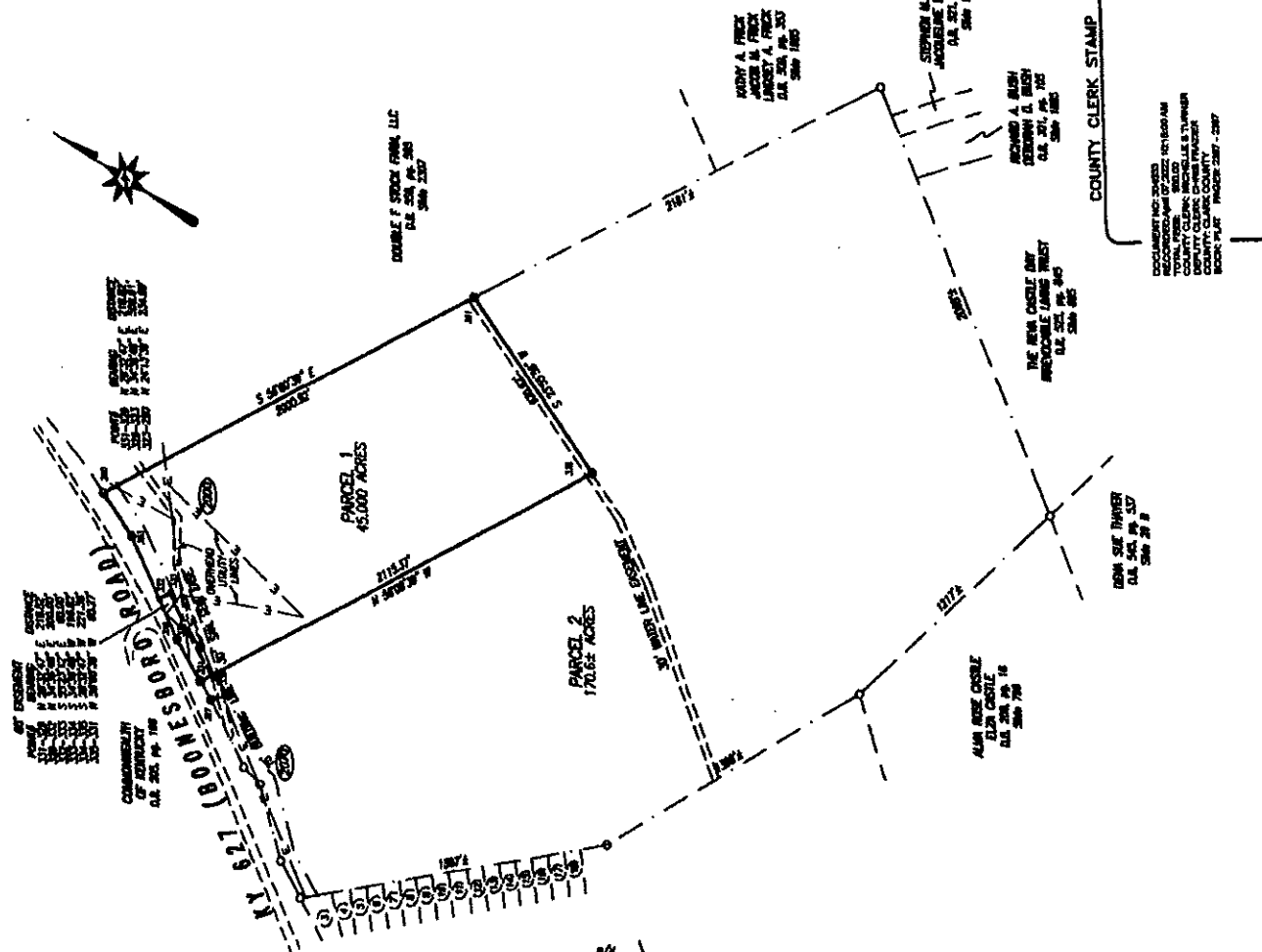
COMMISSION'S CERTIFICATION

I do hereby certify that this record just conforms with the regulations of the Winchester, Kentucky 40392-7010 Clark County Planning Commission, and that it has been approved for recording in the office of the Clark County Court Clerk.

4. 7-22

0' 400' 800' 1200'

RECORD PLAT
R. H. SCOBEE TRUST
2070 BOONFESSBORO ROAD
MAYNES 9/12/28 9 12:50 AM 243

[illegible][illegible]

SOUTHMO GOLF
 COLLEGE, NC
 O.A. 357, 49, 102
 3046 328
 3046 348
 3046 1303
 3046 1378 6
 3046 1385 8



TYPICAL SECTION
JOHNSBORO ROAD

LEGEND:

- #4 Rebar, 18" long, with I.D. Cap stamped "Baldwin 1368"
- Set in Previous Survey
- #4 Rebar, 18" long, with I.D. Cap stamped "Baldwin 1368"
- Set in Survey
- Iron Pin Found with I.D. Cap stamped "NYTC D7"

Address

BY-LAWS

OF

BOONES CROSSING HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME, PRINCIPAL OFFICE, AND DEFINITIONS

Section 1. Name. The name of the Association shall be the Boones Crossing Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The principal office of the Association in the Commonwealth of Kentucky will be located in the County of Fayette, at such location as shall be determined by the Board of Directors. The Association may have such other offices, either within or without the Commonwealth of Kentucky, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these By-Laws shall have the same meaning as set forth in that Declaration of Covenants, Conditions and Restrictions for Boones Crossing Subdivision (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

ARTICLE II

ASSOCIATION: MEMBERSHIP MEETINGS, QUORUM, VOTING, PROXIES

Section 1. Membership. Any owner of a Lot in the subdivision shall be a Member of the Association as those terms are defined in the Declaration.

Section 2. Place of Meetings. Meetings of the Membership of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Membership, whether a regular or special meeting shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no earlier than one hundred twenty (120) days and no later than ninety (90) days before the close of the Association's Fiscal Year. Subsequent regular annual meetings of the Membership shall be held within thirty (30) days of the same day of the same month of each year thereafter at an hour set by the Board. Subject



to the foregoing, the annual meeting shall be held at a date and time as set by the Board of Directors.

Section 4. Special Meetings. The President or Declarant (as provided for in Article III Section 2 of these By-Laws), may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by a resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least ten percent (10%) of the total votes of the Association. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) nor more than thirty-five (35) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members either before or after such meeting. Attendance at a meeting by a Member or alternate shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by alternate, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place of reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to

leave less than a quorum, provided that Members or their alternates representing at least twenty-five (25%) percent of the total votes of the Association remain present, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in Article III of the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Members may vote by proxy or through their designated alternates, provided that designation is in writing.

Section 10. Manner of Acting. At any meeting of the Membership of the Association at which a quorum is present, the acts of the Members of the Association shall be determined by a majority of the votes which may be cast by Members pursuant to the formula set forth in Article III of the Declaration, by the Articles of Incorporation, or by these By-Laws.

Section 11. Majority. As used in these By-Laws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number, provided that no vote shall defeat, abrogate, diminish or reduce the rights of the Owners to utilize the Common Areas.

Section 12. Quorum. Except as otherwise provided in these By-Laws or in the Declaration, a simple majority of the homeowners present in person or by alternate or proxy shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 13. Conduct of Meeting. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 14. Action Without a Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

ARTICLE III

BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. Except as provided in Section 2 of this Article, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation, limited liability company or partnership, the person designated

in writing to the Secretary of the Association as the representative of such corporation, limited liability company or partnership shall be eligible to serve as a director.

Section 2. Directors During Declarant Control Period. The Board of Directors shall be selected by the Declarant acting in its sole discretion and shall serve at the pleasure of the Declarant until Declarant shall relinquish its control of the Association as provided for in the Declaration. The directors selected by the Declarant pursuant to this Section need not be Members or spouses of such Members as provided in Section 1 of this Article.

Section 3. Number of Directors. The number of directors of the Association shall be not less than three (3) nor more than seven (7).

Section 4. Nomination of Directors. Except with respect to directors selected by the Declarant, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of two (2) members of the Board of Directors, and three (3) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each such annual meeting. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 5. Election and Term of Office. Notwithstanding any other provision contained herein:

At the first annual meeting of the Membership after the Declarant's relinquishment of control, and at each annual meeting of the Membership thereafter, all directors shall be elected by the Members, pursuant to the formula set forth in Article III of the Declaration.

All directors shall be elected to serve for a term of two (2) years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 6. Voting Procedure for Directors. At any election of directors to the Board of Directors, each Member may cast, in respect to each vacancy, as many votes as he or she is entitled to exercise under Article III of the Declaration. The candidates receiving the largest number of votes shall be elected.

Section 7. Removal of Directors and Vacancies. Directors may be removed, with or without cause, by a vote of the Members holding a majority of the votes of the Association. Any director whose removal is sought will be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected to fill the vacancy.

Any director who has three (3) consecutive unexcused absences from Board of Directors meetings or who is delinquent in the payment of any assessment for more than thirty (30) days may be removed by a majority of the directors present at a regular or special meeting at which a

quorum is present, and a successor may be appointed by the Board of Directors. In the event of the death, disability, or resignation of a director, a vacancy may be declared by the Board of Directors, and it may appoint a successor. Any director appointed by the Board of Directors shall serve for the remainder of the term such successor was appointed to fill.

B. Meetings.

Section 8. Organizational Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President or by a majority of directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) by electronic (email) mail; or (e) by facsimile. All such notices shall be given at the director's telephone number or fax number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, or facsimile shall be delivered telephoned, or faxed at least seventy-two (72) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or any approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved

by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by members holding a majority of the total vote of the Association at a regular or special meeting of the Association; provided that any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein contained shall be construed to preclude any director from serving the Association in any other capacity and receiving reasonable compensation therefor.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of the meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 15. Open Meetings. Subject to the provisions of Section 16 of this Article, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a director. In such case, the President may limit the time any member may speak.

Section 16. Action Without a Formal Meeting. Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if a consent in writing, via email or otherwise, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote. An explanation of the action taken shall be posted at a predominate place or places within the Properties within three (3) days after the written consents of all the Board members have been obtained.

C. Powers and Duties

Section 17. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not prohibited by the Declaration, Articles, or these By-Laws or directed to be done and exercised exclusively by the Members or the Membership generally.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these By-Laws or by any resolution of the Association that may be hereafter adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

- (a) preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;
- (b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment;
- (c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;
- (d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment supplies, and materials to be used by such personnel in the performance of their duties.
- (e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the affairs of the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) making and amending rules and regulations;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the other provisions of the Declaration and these By-Laws after damage or destruction by fire or other casualty;
- (i) enforcing by legal means the provisions of the Declaration, these By Laws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;
- (j) obtaining and carrying insurance against casualties and liabilities. as provided in the Declaration, and paying the premium cost thereof;
- (k) paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;
- (l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other

expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at the time and in a manner that shall be set and announced by the Board of Directors for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices;

(m) make available to any prospective purchaser of a Lot, any Owner of a Lot, any first Mortgagee and the holders, insurers, and guarantors of a first Mortgage on any Lot, current copies of the Declaration, the Articles of Incorporation. By-Laws, rules governing the Lot, and all other books records, and financial statements of the Association; and

(n) permit utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties.

Section 18. Accounts and Reports. The following management standards of performance will be followed unless the Board of Directors by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the management agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

(e) any financial or other interest which the management agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the month in which the first Lot is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all Association ledger accounts in an "actual" versus "approved" budget format;

- (iv) a balance sheet as of the last day of the preceding period; and
- (v) a delinquency report listing all Owners who are delinquent in paying the monthly installments of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (any installment not paid within ten (10) days of the due date shall be deemed delinquent without notice or demand); and
- (g) an annual report as of the end of the Fiscal Year consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the Fiscal Year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the Fiscal Year. The annual report referred to above may be prepared on an audited, reviewed or unaudited basis, as determined by the Board of Directors, by an independent certified public accountant for any Fiscal Year in which the gross income of the Association exceeds Seventy-Five Thousand Dollars (\$75,000). If said report is not prepared by an independent certified public accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

Section 19. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Area of Common Responsibility without the approval of the Membership; provided, however, the Board of Directors shall obtain Member approval in the same manner provided in Section 10.3 of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities, and the total amount of such borrowing exceeds or would exceed five percent (5%) of the budgeted gross expenses of the Association for the Fiscal Year.

Section 20. Rights of the Association. With respect to the Area of Common Responsibility, and in accordance with the Articles of Incorporation and By-Laws of the Association, the Association shall have the right to contract with any Person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, neighborhood and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of the Board of Directors.

The Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract) executed during the Declarant's control period unless such contract, lease or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause, upon not more than ninety (90) days' notice to the other party.

Notwithstanding anything to the contrary contained herein, the Association, through its Board of Directors, shall have the right to enter into a declaration of easements and covenants to share costs or similar arrangement whereby the Association assumes maintenance responsibility for property which it does not own, or grants easements to Persons who are not Members, in

consideration for payment by the owner of such property or such nonmembers of all or a portion of the costs associated with such maintenance or use.

Section 21. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the property of the violating Owner, and to suspend an Owner's right to vote or to use the Common Area for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot. In the event that any occupant of a Lot violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) **Notice.** Prior to imposition of any sanction hereunder, except the suspension of voting rights for nonpayment of assessments, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Covenants Committee, if any, or Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) **Hearing.** If a hearing is requested in a timely manner, the hearing shall be held in executive session affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) **Appeal.** Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

(d) **Additional Enforcement Rights.** Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these By Laws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE IV**OFFICERS**

Section 1. Officers. The officers of the Association shall be a President, Vice-President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the membership, as herein set forth in Article III, Section 5. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. President. The President shall be the principal executive officer of the Association and shall, in general, supervise and control all of the business and affairs of the Association. The President shall preside at all meetings of the Board of Directors, and shall, in general, 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.

Section 5. Vice-President. The Vice-President shall possess the power and may perform the duties of the President in his absence or disability. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; be custodian of the corporate records and of the seal of the Association and, as necessary or appropriate, see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provision of these By-Laws; keep a register of the post office address of each member and each director which shall be furnished to the Secretary by each such member and director; and, in general, perform all the 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.

Section 7. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever; deposit all such monies in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the

Board of Directors; keep an accurate account of the finances of the Association on the books of the Association prepared and furnished for that purpose; render an account at such times as the Board of Directors may require; and, in general, perform all the duties incident to the office of Treasurer and such other duties from item to time may be assigned to him by the President or by the Board of Directors. However, the Treasurer may delegate all or part of the preparation and notification duties to a finance committee, the management agent, or both.

Section 8. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 9. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements contracts, deeds, leases, checks and other instruments of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by resolution of the Board of Directors.

Section 10. Compensation. Officers shall not receive compensation for their services as such but may receive reimbursement for such reasonable expenses of conducting the business and affairs of the Association as the Board of Directors shall from time to time determine. Nothing herein contained shall be construed to preclude any director from serving the Association as an employee and receiving reasonable compensation therefor.

ARTICLE V

COMMITTEES

Section 1. Nominating Committee. The Board of Directors may appoint a Nominating Committee to recommend to the Board nominees for election to the Board of Directors pursuant to Article III, Section 4, of these By-Laws.

Section 2. Finance Committee. The Board of Directors may appoint a Finance Committee to assist the Treasurer, subject to such limitations as the Board of Directors by resolution may impose.

Section 3. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least five (5) and no more than seven (7) members. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and conduct all hearings held pursuant to Article III Section 21(b), these By-Laws.

Section 4. Other Committees. The Board of Directors may appoint from time to time such other committees to serve such purposes of the Association as the Board of Directors shall deem appropriate.

Section 5. Committee Requirements and Limitations. Notwithstanding any other provision of these By-Laws, each committee appointed by the Board of Directors shall: (a) be subject to such limitations as may be imposed by the Board of Directors, these By-Laws, the Articles of Incorporation, or applicable law; (b) include at least two (2) directors of the Association; and (c) keep regular minutes of its meetings and shall present the same to the Board of Directors at the meetings of the Board of Directors.

ARTICLE VI

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Kentucky law, the Articles of Incorporation, the Declaration, or these By-Laws.

Section 3. Conflicts. If there are conflicts or inconsistencies between the provisions of Kentucky law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of Kentucky law, the Declaration, and Articles of Incorporation, and these By-Laws (in that order) shall prevail.

Section 4. Books and Records.

(a) **Inspection by Members and Mortgagees.** The Declaration and By-Laws, membership register, books of account, and minutes of meetings of the Members, the Board of Directors, and the committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board of Directors shall prescribe.

(b) **Rules for Inspection.** The Board of Directors shall establish reasonable rules with respect to:

- (i) Notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of documents requested.

(c) **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical

properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage prepaid or if sent by electronic (email) mail:

(a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member; or

(b) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment. Prior to the conveyance of the first Lot, the Declarant may unilaterally amend these By-Laws. After such conveyance, the Declarant may unilaterally amend these By-Laws so long as it still owns property described in Exhibit "A" to the Declaration for development as part of the Properties and so long as the amendment has no material adverse effect upon any right of any Member. Thereafter and otherwise, these By-Laws may be amended only by the affirmative vote (in person or by alternate) or written consent of Members representing seventy-five percent (75%) of the total votes of the Association, including seventy-five (75%) percent of the votes of Members other than the Declarants. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until recorded in the Clark County Clerk's Office in Lexington, Kentucky.

Section 7. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the management agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers set forth in subparagraphs (a), (b), (t), (g), and (i) of Section 17 of Article III of these By-Laws. The Declarant, or affiliates of the Declarant, may be employed as management agent or manager.

(b) No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee or penalty on ninety (90) days or less written notice.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Boones Crossing Homeowners Association, Inc., a Kentucky Nonprofit Corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association as duly adopted at a meeting of the Board of Directors thereof held on the 22 day of July, 2026.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association on this the 22 of July 2026.



SECRETARY OF THE BOARD OF DIRECTORS