

**AMENDED AND RESTATED
COVENANTS AND RESTRICTIONS FOR
MORGAN MANOR SUBDIVISION**

The Charles F. Gibson and Lucille M. Gibson Revocable Living Trust, dated December 2, 1997, Glenda Gibson Orth, Successor Trustee, its Successors or Assigns (“Developer”), hereby amends and restates the Covenants and Restrictions for Morgan Manor Subdivision, filed of record on December 26, 2012, in Miscellaneous Book 36, Page 300, in the Scott County Clerk’s Office (hereinafter the “Original Covenants”).

WITNESSETH:

WHEREAS, the Developer has developed certain real property consisting of 32 cluster lots, numbered 1-32, and three Agricultural Tracts known as Tract 1, Tract 2, and Tract 3, all of which is designated as Morgan Manor as shown by plat of record in Plat Cabinet 11, Slide 12, in the Scott County Clerk’s Office (the “Development”); and

WHEREAS, Lots 1-32 are developed as a single-family residential cluster subdivision and the three Agricultural Tracts have been developed for agricultural uses as permitted under current zoning regulations related to preserved tracts within cluster developments; and

WHEREAS, the Lots 1-32 and Agricultural Tracts are subject to the provisions of the Original Covenants; and

WHEREAS, the Developer desires to maintain uniformity with respect to the use and occupancy of the Development in order to maintain and enhance the value of said properties, and rendering them more useful and attractive in appearance; and

WHEREAS, the Developer therefore declares that all property in the Development shall be held, transferred, sold, conveyed and occupied and used by the Owners of said property, their heirs, successors and assigns, subject to these Amended and Restated Covenants and Restrictions, which shall run with the land; and

WHEREAS, the Developer continues to own more than two (2) Lots in the Subdivision and pursuant to Section 21 of the Original Covenants, Developer desires to amend and restate the Original Covenants as follows.

NOW THEREFORE, Developer hereby submits all property in the Development to the terms and conditions and provisions of these Amended and Restated Covenants and Restrictions and declares that all property in the Development shall be subject to the following provisions:

ARTICLE I
Definitions

The capitalized words not previously defined herein shall have the meanings as set forth below:

(A) “Agricultural Tracts” mean the three agricultural tracts, numbered Tract 1, Tract 2, and Tract 3, as designated in the plat of record in Plat Cabinet 11, Slide 12, of the Scott County Clerk’s Office.

(B) "Articles of Incorporation" means the Articles of Incorporation of the Morgan Manor Subdivision Homeowners' Associations, a non-stock, non-profit corporation to be formed.

(C) "Association" means the Morgan Manor Subdivision Homeowners' Association to be formed.

(D) "Association Documents" means, collectively, these Covenants, the Articles of Incorporation, By-laws, and any Rules and Regulations promulgated by the Board.

(E) "Board" means the Board of Directors of the Association who shall be elected and serve, and shall have the powers and duties provided herein, and in the Association Documents.

(F) "By-laws" means the By-laws of the Association, approved and adopted by the Board.

(G) "Common Area" means the area designated on the plat or plats applicable to the Development, including all improvements and facilities located within those areas, that are dedicated or otherwise designated for the common use and benefit of the Owners, and such other areas as may be required to be maintained by the Association, all as shown on the plat or plats of record.

(H) "Covenants" means this document which amends and restates the Original Covenants.

(I) "Lot" means one of the Cluster Lots 1-32 as designated on the plat of record in Plat Cabinet 11, Slide 12 in the Scott County Clerk's Office which are a part of, and subject to, the Association, and excluding the Agricultural Tracts.

(J) "Owner" means any natural person, firm, corporation, or other legal entity that owns a Lot.

(K) "Rules and Regulations" means rules, regulations or restrictions promulgated by the Board and applicable to the Subdivision, Association, and Owners that are not in conflict with these Covenants. Rules and Regulations may include fines or penalties for violations, and may be enforced and collected in the same manner as assessments.

(L) "Subdivision" means the 32 Lots and Common Areas of the Development, and excludes the Agricultural Tracts.

COVENANTS AND RESTRICTIONS APPLICABLE TO THE AGRICULTURAL TRACTS

The Agricultural Tracts shall not be a part of, nor subject to, the Association, but shall be subject to all rules, restrictions, covenants and ordinances as defined in the Georgetown-Scott County Zoning Ordinances dated June 27, 1994, and as amended April 2003, concerning

agricultural use of said tracts. The Agricultural Tracts shall be for agricultural use and must contain at least five continuous acres and shall have only one dwelling per tract. As used herein, "Agricultural Use" means the use for the production of agricultural or horticultural crops including, but not limited to, livestock, livestock products, poultry, poultry products, grain, hay, pastures, soybeans, tobacco, timber, orchard fruits, vegetables, flowers, or ornamental plants.

COVENANTS AND RESTRICTIONS APPLICABLE TO THE LOTS

ARTICLE I

Lots

(A) Ownership.

Each Owner shall obtain fee simple ownership of the Lot acquired, as well as an undivided interest in the Common Area of the Subdivision. Each current and future Owner shall be a member of the Association once the Association is formed, and shall be subject to the Association Documents and decisions of the Association acting by and through its Board. All deeds to each Lot shall describe such Lot by reference to the recorded plat or plats of the Subdivision and the identifying number of the Lot. No Lot shall be subdivided, and no action for partition of a Lot shall be permitted. Any conveyance of a Lot shall be deemed also a conveyance of the undivided interest of the Owner in the Common Area, whether or not the instrument evidencing such conveyance expressly so states.

(B) Taxation of Lots.

Each Owner shall be responsible for any and all ad valorem or real estate taxes and special assessments that may be assessed against the Lot by any governmental authority with jurisdiction over the Lot.

(C) Maintenance, Repair and Replacement.

Each Owner shall be responsible for the maintenance, repair and replacement of his or her Lot and all structures, grounds, and landscaping in compliance with the Association Documents and decisions of the Association.

ARTICLE II

Lot Building Restrictions

(A) Each Lot shall be used for a single-family residence only. Each residence shall have a minimum of 2,400 square feet above-grade living area. All residences shall contain an attached garage, large enough to contain two automobiles. No basement, garage, porches or breezeway area shall be included in determining the minimum square footage requirements.

(B) Building Plans.

Prior to commencement of construction of each Lot, the Owner shall submit to the Developer, or the Board, as applicable, all building plans, including landscape and site plans, for prior written approval. All residences shall be of traditional or classical architecture, with architectural detail. The common ranch style, experimental, dome or other irregular house plan will not be permitted. The minimum roof pitch shall be 5:12. Exterior building material shall be brick, stone, simulated stone, vinyl, hardboard siding, or fiber cement siding. Residences shall have no exposed foundation concrete or block. The Developer or Board, as applicable, may approve other materials that are consistent with these in quality and appearance, after written application from an Owner, at the Developer or Board's discretion. The Board may delegate its authority for review and approval of building, landscape and site plans to a separate committee.

(C) Timing.

No construction may commence without prior written approval from the Developer or the Board, as applicable. Once construction has commenced, the construction shall proceed with due diligence until completed and substantial completion of all construction shall occur no later than 12 months from the commencement of construction. For purposes of this section, "substantial completion" means the residence is finished in every respect in its exterior appearance, including the garage, driveway and rough landscaping.

(D) Enforcement.

The building requirements set forth in this Article may be enforced by the Developer, or the Association through its Board. The Board further has the authority to levy fines or additional assessments for violations of these Covenants, as may be set forth in the By-laws or Rules and Regulations of the Association, and said fines or assessments shall be collected as is the procedure for all assessments.

(E) Non-Residential Structures.

Owners may construct one non-residential structure on each Lot. Permitted non-residential structures include storage sheds, greenhouses, barns, or similar outbuildings. Any non-residential structure shall not exceed 1,000 square feet, nor exceed 18 feet in height at the center ridgeline of the structure. In addition, the non-residential structure shall be compatible in appearance to the Owner's residential structure, and all plans for non-residential structures shall be submitted to the Developer or Board, as applicable, for written approval prior to construction.

(F) Setback Requirements.

No portion of a residence or non-residential structure shall be built closer than 50 feet from the right-of-way of the public road, and no building or structure or any kind shall be built within 25 feet of an adjoining property line.

(G) Driveways.

Each Lot shall have a driveway from the residential structure that connects with the public street. The driveway shall be constructed with concrete, brick or asphalt. All driveway entrances shall be constructed with a culvert of sufficient size to permit unimpeded surface water through the swale or ditch along the street.

(H) Septic Draining Systems.

All Owners shall install and maintain their septic systems in compliance with applicable laws and regulations of Scott County and the Commonwealth of Kentucky.

(I) Underground Utilities.

All utilities shall be installed underground from utility easements to the residence and any non-residential building. Owners shall be responsible for installation and hook-up fees required for any utility installation.

(J) The Association, through its By-laws or Rules and Regulations, may establish additional building or material requirements or restrictions with regard to residential construction that are not in conflict with the terms of these Covenants.

ARTICLE III
Other Restrictions

(A) Garbage Removal.

Each Owner is responsible for garbage pickup and removal. All garbage cans or rubbish containers shall be shielded from street view using natural barriers and materials such as trees or shrubs.

(B) Fencing.

All Owners sharing a boundary fence agree to share the cost of maintenance, repair and replacement of such fence with the Owners of adjacent property that share the boundary line. No privacy fences taller than four feet shall be allowed without the prior written consent of the Board. No fence, hedge, wall or other barrier may be installed and maintained closer to the street than the building setback line shown on the final plat for the Subdivision, including both street fronts on a double-fronted Lot. Any fences constructed in the front yard of a Lot shall be of wood or stone construction, with the front yard being defined as all the area of the Lot within 110 feet of the center of the public road.

(C) Antennas/Satellite Dishes.

No antennas or satellite dishes shall be higher than the highest point of the residence nor be attached to the front elevation of the residence and visible from the street.

(D) Certain Structures Prohibited.

Open-air structures such as carports and RV shelters are prohibited, as well as pre-manufactured or pre-fabricated structures such as storage units, storage huts or shacks, and tents. Trailers or recreational vehicles shall be prohibited, other than as is necessary or incidental to construction, or unless stored in an approved garage or other structure. Temporary structures for the purpose of an event or party such as wedding or party tents are permissible, but shall not remain erected for longer than 10 days without the prior written consent of the Board.

(E) Vehicles.

Each Lot shall provide adequate off-street parking for all permitted vehicles. No dune buggies, motor homes, boats, personal watercraft, ATVs, campers, commercial trucks, tractor-trailers, or inoperative vehicles shall be parked or stored on any Lot, unless kept within an approved enclosed garage or other structure.

No Owner or guest shall park any vehicle, boat, or trailer in the yard of any Lot, nor on any street in the Subdivision longer than one week. No Owner or guest may circumvent this restriction by temporarily removing a vehicle, boat, or trailer from the street or yard of any Lot, only to return it within a short time. No mini-bikes, go carts, ATVs, or other off-road vehicles may be ridden in the Subdivision. No commercial vehicle or truck in excess of one-quarter ton shall be parked regularly in the Subdivision, with the exception of the temporary parking of these vehicles in the normal course during construction or while the operator of such vehicle is performing a bone fide business service within the Subdivision.

(F) Animals.

Farm animals or exotic animals including, but not limited to, goats, sheep, pigs, fowl, horses or lamas, shall not be permitted in the Subdivision or on any Lot. Typical domestic pets shall be permitted, but no Owner shall have more than six pets and no more than three dogs residing on any Lot. No commercial breeding of pets or animals is permitted on any Lot or in the Subdivision. Owners shall comply with all applicable laws and ordinances related to pets and animals, and the Association, through its Board, shall be permitted to promulgate additional Rules and Regulations with regard to pets as it may deem necessary.

(G) Signs.

No signs of any kind shall be displayed on any Lot, with the exception of real estate "for sale signs", construction-related signs during the course of construction, and political or candidate or issue signs no larger than 24" x 24" with no more than one sign per candidate or issue per Lot. All political, issue or election-related signs shall be removed within two days of the election. The Board shall have the authority to issue Rules and Regulations with regard to signage and the removal of signage at its discretion.

(H) Trees and Lawns.

The Developer or Association, as applicable, shall not be responsible for the health of trees or lawns upon any Lot. Lawns shall be seeded with bluegrass or tall fescue, and Owners shall maintain lawns and plantings in a healthy, well-kept manner. All dead or deteriorating trees must be removed immediately at the Owner's expense. The Association, through the Board, shall be permitted to enact Rules and Regulations with regard to lawns and trees, and may include fines or penalties and enforcement procedures in this regard.

(I) Commercial Use Prohibited.

Owners shall not permit any non-residential or offensive trades or activities to be conducted on or out of any Lot or carry on any activity customarily deemed to be an annoyance or nuisance to other Owners within the Subdivision. Owners shall comply with all applicable zoning laws and ordinances, and animal kennels shall be prohibited, other than as may be necessary for the keeping of personal pets, subject to limitations contained herein or promulgated by the Association.

(K) The Association, through its By-laws or Rules and Regulations, may establish additional requirements or restrictions that are not in conflict with the terms of these Covenants.

ARTICLE IV
Association

(A) Association Management.

The Developer has installed all utilities, retention and storm water related facilities, streets, and other required public improvements, in accordance with applicable governmental and utility requirements. At such time as the Developer has sold 65% of the Lots in the Subdivision, the authority and responsibility under these Covenants may be turned over to the Association and the management and operation of the Subdivision shall thereafter be the sole responsibility of the Association, acting through the Board and the elected officers thereof. All required maintenance or replacement of the Subdivision shall be the responsibility of the Association unless such responsibility is assumed by Scott County or other local authority.

(B) By-laws.

The By-laws adopted by the Association from time to time shall be the By-laws of the Subdivision.

(C) Restrictions, Rules and Regulations.

The ownership and the use of the Lots shall be subject to the Rules and Regulations promulgated by the Board from time to time and applicable to all Owners. A copy of the Rules and Regulations, including any amendments thereto, shall be furnished by the association to all Owners and residents of the Subdivision upon request.

(D) Board of Directors.

The members of the Board shall be elected and serve and shall have the duties and powers provided in the By-laws. The Board shall have the right to delegate its duties to committees, or to a third party manager. The Board shall be the final arbiter of any dispute concerning the operation of the Association and the interpretation and effect of the Association Documents.

ARTICLE V
Common Areas

(A) Maintenance.

Upon formation, the Association shall be responsible for the maintenance, repair or replacement of the Common Areas.

(B) Use of Common Areas.

Each Owner may use the Common Areas in accordance with the purposes for which they are intended so long as such use does not hinder the exercise of, or encroach upon, the rights of other Owners.

(C) Alterations and Improvement.

The Board shall have the right and ability to make such alterations and improvements to the Common Areas as may be necessary in the opinion of the Board. The cost of any such alterations and improvements to the Common Areas shall constitute a part of the common expenses. When, in the sole opinion of the Board, the cost of any alteration or improvement shall be exclusively or substantially for the benefit of one or more particular Owners, the costs of such alterations or improvements shall be assessed against those benefiting from the alteration or improvements, in such proportion as the Board, in its discretion, shall determine is fair and equitable.

ARTICLE VI
Assessments

The Association, through its Board, shall have authority to make and collect regular and special assessments against Owners for common expenses of the Subdivision and Association including, but not limited to, maintenance and repair of, and insurance charges related to, the Common Areas and Association, as well as other expenses of the Association the Board deems proper, such as accounting, legal, or other professional service fees, amounts for working capital or reserve funds, or to make up any deficit in Common Area expenses for any prior year. The Association, through its Board, shall also have the authority to promulgate Rules and Regulations, which may include provisions for fines to Owners for violation of the Association Documents. Fines shall be treated and collected the same as assessments and subject to the same provisions and terms as set forth below in these Covenants, or otherwise provided in the By-

laws. The Developer shall be exempt from paying assessments. The assessments shall be subject to the following provisions.

(a.A) Share of Common Expense.

With the exception of the Developer, each Owner shall be personally liable for his or her share of the common expenses. No Owner shall be exempt from contributing such expenses or paying assessments. No owner may claim to be exempt by waiver of the use or enjoyment of the Common Areas or by abandonment of his or her Lot, or by claiming that the purpose, quantity or quality of the services does not warrant such payment or was not contemplated by such Owner as of the time of purchase of his or her Lot. Nonetheless, the Board, at its discretion, may abate or reduce an Owner's contribution for a reasonable period of time in the event the Lot or residence constructed on such Lot is uninhabitable as a result of damage or destruction.

(a.B) Interest; Application of Payments.

Assessments paid on or before ten (10) days after the day when due shall not bear interest, but all sums not paid on or before ten (10) days after the due date, including any sums due as a result of default, acceleration or collection of unpaid assessments, including attorneys' fees and costs, and late fees, all of which shall bear interest from the date when due until paid at the rate of interest of 12% per annum or as otherwise provided in the By-laws. All payments shall first be applied to any unpaid late fees, reimbursement of fees and costs, interest, and then to the principal of the assessment.

(a.C) Lien for Assessments.

Any unpaid assessment shall constitute a lien against the Lot owned by such Owner and against such Owner's interest in the Common Areas prior to all other liens except (i) a first mortgage on the Lot recorded before the date on which the assessment sought to be enforced became delinquent, and (ii) tax or other liens on the Lot imposed by any state, county, city or school district taxing agency.

The lien created by this section shall be deemed to be incorporated by reference into each deed or other instrument conveying any interest in a Lot whether or not such deed or instrument by its express terms refers to said lien. In addition to any other remedies or liens provided by law, if any Owner is in default on the payment of any assessments for thirty (30) days, including any sums due as a result of fines assessed by the Board pursuant to any Rules or Regulations, the Board may bring suit for and on behalf of itself and the Association to enforce collection of the assessments, fines and other charges, and all costs of collection thereof, including reasonable attorneys' fees, and to foreclose on said lien in accordance with the laws of the Commonwealth of Kentucky in a like manner as a mortgage on real property. All fees, including attorneys' fees, and costs of any legal action incurred by the Association as a result of enforcement or foreclosure shall be collectible in such action. In the event the proceeds of a foreclosure sale are not sufficient to pay the judgment in full, the deficiency balance shall be a personal obligation of the Owner.

(a.D) Transfer of Units.

An Owner shall not be liable for any common expenses accruing after the sale of his Lot and the recording of a deed to the purchaser. The purchaser of a Lot subject to any lien arising under these Covenants or the Association Documents prior to the date of purchase and the recording of the deed shall take title to the Lot subject to the lien.

ARTICLE VII
Amendment to Covenants

The Developer may amend these Covenants as long as Developer owns more than two (2) of the Lots and has not turned over authority to the Association. After the development is turned over to the Association, these Covenants may be amended upon the affirmative vote of 65% of the Lots in the Subdivision, with each Lot entitled to one (1) vote. An abstained vote will be counted as a yes vote for the amendment. Any amendment shall be recorded in the Scott County Clerk's office.

ARTICLE VIII
Duration of Covenants and Restrictions

Unless cancelled, altered or amended pursuant to the provisions of these Covenants, these Covenants shall run with the land and be binding on the Developer, the Association and the Owners, and their successors and assigns, for an initial period of thirty (30) years from the date this document is recorded in the Scott County Clerk's office. At the conclusion of this initial period, these Covenants may be extended by an instrument, in writing, signed by Owners of Lots representing 65% of the Lots in the Subdivision and filed of record in the Scott County Clerk's office.

ARTICLE IX
Informal Action by Association or Board

Any action required to be taken at a meeting of the Owners of the Association, or the Board, may be taken without such a meeting if a consent in writing setting forth the action taken, shall be signed by an Owner or officer as the case may be, entitled to vote with respect to the subject matter of that action. The written consent may be executed before or after the action is taken.

ARTICLE X
Miscellaneous

The invalidity of any provision of these Covenants shall not be deemed to impair or affect in any manner the validity, enforceability, or effect of the remainder of the Covenants, and, in such event, all of the other provisions shall continue in full force and effect as if such invalid provision had never been included herein. No provision contained in this instrument shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

IN WITNESS WHEREOF, the Developer has executed these Amended and Restated Covenants and Restrictions through its successor trustee on this the 12th day of JUNE, 2017.

DEVELOPER:

CHARLES F. GIBSON AND LUCILLE M.
GIBSON REVOCABLE LIVING TRUST, DATED
DECEMBER 2, 1997

By: Glenda Gibson Orth
Glenda Gibson Orth, Successor Trustee

STATE OF KENTUCKY

COUNTY OF SCOTT

The foregoing instrument was acknowledged before me this 12th day of JUNE, 2017, by Glenda Gibson Orth, Successor Trustee on behalf of CHARLES F. GIBSON AND LUCILLE M. GIBSON REVOCABLE LIVING TRUST, DATED DECEMBER 2, 1997.

My Commission Expires: 11/19/19
I.D.# 544332



Notary Public

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