

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**DEER VALLEY SUBDIVISION, SECTION 1 – UNIT 1  
THE RESERVE  
CREEKSIDE  
THE MEADOWS**

**DAVIESS COUNTY, KENTUCKY**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR DEER VALLEY SUBDIVISION, SECTION 1 – UNIT 1 (“Declaration”) is made on September 28, 2011, by **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, 3624 Wathens Crossing, Owensboro, Kentucky 42301 (“Developer”).

WHEREAS, the Developer is the owner of certain real property in Daviess County, Kentucky, a portion of which is to be developed as a residential subdivision.

NOW THEREFORE, the Developer hereby declares that all of the property described in this instrument, and such additions as may be made pursuant to Article 1, 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 the real property. The easements, restrictions, covenants and conditions shall run with the real property and shall be binding on all parties having any right, title or interest in it, their heirs, successor and assigns, and shall inure to the benefit of each owner.

**ARTICLE I – PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS**

**SECTION 1. Existing Property.** The real property (“Property”) which is subject to this Declaration is located in Daviess County Kentucky, and is more particularly described as follows:

Lots 1-20 and Lots 84-88 of The Reserve at Deer Valley Subdivision, Section 1 – Unit 1, as shown upon the plat of record in Plat Book 40, Page 148, in the Office of the Daviess County Clerk, to which plat reference is made for a more particular description.

Lot 40, Lots 72-83, and Lots 95-101 of Creekside at Deer Valley Subdivision, Section 1 – Unit 1, as shown upon the plat of record in Plat Book 40, Page 148, in the Office of the Daviess County Clerk, to which plat reference is made for a more particular description.

Lots 45-71 of The Meadows at Deer Valley Subdivision, Section 1 – Unit 1, as shown upon the plat of record in Plat Book 40, Page 148, in the Office of the Daviess County Clerk, to which plat reference is made for a more particular description.

Common Areas No. 1, No. 2, No. 3, No. 4, No. 5, and No. 6 at Deer Valley Subdivision, Section 1 – Unit 1, as shown upon the plat of record in Plat Book 40, Page 148, in the Office of the Daviess County Clerk, to which plat reference is made for a more particular description.

AND BEING a part of the same property conveyed to Deer Valley Subdivision, LLC, Kentucky limited liability company, by Deed from Robert B. Moorman, single, dated December 10, 2010, of record in Deed Book 884, Page 52, in the Office of the Daviess County Clerk.

**SECTION 2. Additions to Existing Property.** Additional lands may become subject to this Declaration in any of the following manners:

- (a) Additions in Accordance with a General Plan of Development. The Developer intends to make this Section 1 – Unit 1 containing The Reserve (Lots 1-20 & Lots 84-88), Creekside (Lot 44, Lots 72-83, and Lots 95-101), and The Meadows (Lots 45-71), a part of a larger community to be developed in accordance with current plans and known as Deer Valley. Additional land may (but is not required to) be included by the Developer as other sections of Deer Valley and may include certain common properties. The Developer reserves the right to create cross easements and to restrict all properties according to the terms of this Declaration. The common benefit of the owners of any new lots which may become subjected to this Declaration and the common areas allocable to the owners of any new lots shall inure to the benefit of the owners of lots recorded earlier, each to enjoy the common areas of the other and to have and to hold the same as if each new lot had been developed and subject to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Daviess County, Kentucky, a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The Supplementary Declaration may contain additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration.

- (b) Other Additions. Additional residential property and common areas which are not presently a part of the general plan of development may be annexed to Deer Valley or the Deer Valley Homeowners' Association by the Developer.
- (c) Plat Changes. Except as hereinafter provided, no lot or lots shall be subdivided (i) except as such may become necessary in order to correct minor changes resulting from errors of survey in the platting of the Subdivision or (b) unless the lots or lots resulting from such subdivision shall have a minimum of not less than that allowed by governmental bodies. In either of the events described in this section, the Developer may (i) subdivide or re-subdivide lots without the consent of any other lot Owners; and (ii) make other modifications to the recorded Plat of the Subdivision, including modifications to building setback lines or easements as may be permitted by applicable zoning ordinances without the consent of other lot Owners.

## ARTICLE II – USE RESTRICTIONS

**SECTION 1. General Purpose of Restrictions.** The real property described in this Declaration is subject to the covenants, restrictions, conditions, reservations, liens and charges

hereby declared to insure the best use and most appropriate development and improvements of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites, as will depreciate the value of their property; to preserve, so far as practicable the natural beauty of said property; to guard against the erection thereon of poorly designated or portioned structures, and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain property setbacks from streets and adequate for a high type of quality of improvements in said property, and thereby to enhance the values of investments made by purchases of building sites therein.

**SECTION 2. Primary Use Restrictions.** No lot shall be used except for private single-family residential purposes, except as allowed in this Declaration, and as allowed by the Developer for multi-family purposes in areas designated by Developer in future additions. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling, not to exceed 2 ½ stories in height, excluding the basement, and containing a garage for the sole use of the owner and occupants of the lot. An exception is made for the Developer (and any designated builder with permission from the Developer) who may place upon any lot model homes, sales or construction buildings or trailers.

For purposes of this Declaration, there shall be specifically excluded from the meaning of the phrase "private single-family residential purposes," and shall not be permitted on any lot within Deer Valley regardless of whether any of the same would otherwise be permitted by an applicable zoning regulations or other governmental laws, rules or regulations, any uses which constitute or relate to (a) boarding houses, (B) lodging houses, (C) fraternities or sororities, (d) clubs, (e) hotels, (f) residences or homes for social rehabilitation, (g) nursing homes, (h) residences or homes for the aged or infirmed, or (i) programs with respect to which admission to residency in or occupancy of the premises is limited to or intended in whole or in part for persons in the custody of the criminal justice system or the juvenile justice system and/or persons engaged in the care, custody, nurturance or supervision of such persons.

**SECTION 3. Nuisances.** No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

**SECTION 4. Use of Other Structures and Vehicles.**

- (a) No structure of a temporary character shall be permitted on any lot except temporary tool sheds, field offices, and Porta Johns used by a builder or Developer, which shall be removed when construction or development is completed.
- (b) No outbuilding, trailer, tent, shack, garage, barn or structure other than the main residence erected on a lot shall at any time be used as a residence, temporarily or permanently.
- (c) A lot owner shall not park or permit others to park vehicles or trailers which total over eight (8) feet in height or more than twenty-two (22) feet in length or any immobile motor vehicles on a permanent or regularly reoccurring basis in the driveways, front

yards, streets, alley, any vacant lot, or in or along any public street rights-of-way in the subdivision. The vehicles referred to in this section by dimensions are intended to include, but are not limited to, semi-trucks and trailers, large vacation or recreation vehicles, two-ton or larger trucks, boats and trailers, and similar vehicles. No minibikes, go-carts, or vehicles of similar noise or speed shall be operated on sidewalks, vacant lots, or any other property covered by this Declaration, nor shall any such vehicles be operated upon any vacant land within the subdivision. No trailer of any size may be parked in the front of the home or in the street on a regular or reoccurring basis.

- (d) The Developer reserves the right to adopt from time to time written uniform regulations regarding exterior recreational structures, including, but not limited to, children's playhouses and play swings. In that event, a written copy shall be provided to each lot owner.

**SECTION 5. Animals.** No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided they are not kept, bred or maintained for any commercial or breeding purposes. No household may have more than a total of four (4) household pets at one time. Pets shall be controlled by their Owners throughout the Subdivision, including, without limitation, all yards and streets, in such a manner as to not become an annoyance or nuisance to neighbors.

**SECTION 6. Clothes Lines; Fences and Walls; Swimming Pools; Antennae and Receivers/Transmitters.**

- (a) No outside clothes lines shall be erected or placed on any lot.
- (b) As a "structure" no fence or wall of any nature may be erected, placed or altered on any lot until construction plans are approved as provided in Article 3, Section 1 of these restrictions. All fences and walls shall be constructed so that the finished side thereof, as determined by the Developer in its sole discretion, shall face away from the lot upon which such fence or wall is constructed. No fence shall be higher than eight (8) feet or as allowed by the Owensboro Metropolitan Planning Commission "(OMPC)". Only ornamental fences may be constructed, and any of said fences constructed in front of any front building setback line along a street may not exceed three and one-half (3 1/2) feet in height. Ornamental fences may include attractive wood, masonry, ornamental iron, vinyl, and similar fences, but no chain link or woven wire fencing. Small dog runs or pens in rear yards may be chain link or woven wire, but must be set back 5 feet or more from the property lines. No building or fence shall be erected within the limits of a drainage easement or landscape buffer.
- (c) **Additional Fencing Requirements for Lots 1, 6, 7, 15, 16, 77, 78, 79, 80, 81, 82, and 87** – Fencing along the rear of all of these lots, and along the south sides of **Lot 6 and Lot 87** shall be no higher than six (6) feet. The fence shall be cedar and dog-eared shadow box style. They must be left natural, except a clear preservative may be applied. See final Plat of record in Plat Book 40, Page 148 in the Office of the Daviess County Clerk for a more particular description of the location of these fencing requirements.

- (d) No aboveground swimming pools shall be erected or placed on any lot, unless the pool is concealed from view by a fence from the front street or side street view.
- (e) No antennae (except for standard small television antennae and small satellite receivers not exceeding twenty (20) inches in diameter) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless (i) the lot owner can show special circumstances requiring the use of extraordinary receivers or transmitters; (ii) the device is adequately screened or buffered by mature shrubbery or trees, by terrain or by fences or other structures; and (iii) its design and placement are approved by the Developer. By granting permission to a lot owner to erect receivers or transmitters, the Developer shall not be deemed to have waived this restriction as it may apply to other lots in Deer Valley.

**SECTION 7. Duty to Maintain Lot.**

- (a) From and after the date of purchase of a lot until construction of a single family residence is begun, the Developer shall have the right to perform all maintenance on the lot, including but not limited to mowing. Each owner shall be assessed an annual fee payable in January for the first year following the date the lot owner acquires title to a lot, and for each year thereafter, as assessed by the Developer to the lot owner in such reasonable amount as the Developer determines necessary to maintain the lot. In addition, any dead tree or stump upon a subject lot shall be the primary responsibility of the lot owner to properly remove, and upon failure thereof, the Developer shall have the right to perform the required work and to seek all remedies under Article 5, Section 1 hereafter.
- (b) From and after the date of completion of construction of a single family residence, it shall be the duty of each lot owner to establish a good turf, maintain erosion, and keep the grass on the lot properly cut (a properly cut lawn is a lawn mowed not to exceed 5"), to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any owner fail to do so, then the Developer and/or the Homeowners' Association may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive, and the owner shall, immediately upon demand, reimburse the Developer and/or the Homeowners' Association or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and the Developer and/or the Homeowners' Association shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any then existing first mortgage thereon.
- (c) Vacant lots still owned by the Developer do not have to comply with the above two requirements.

**SECTION 8. Duty to Repair and Rebuild.**

- (a) Lot owners shall, at their sole cost and expense, repair their residence, keeping it in a condition comparable to that at the time of its initial construction, excepting only normal wear and tear.

- (b) If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the owner shall, with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.

**SECTION 9. Business; Home Occupations.** No noxious or offensive trade, activity, or business of any kind (and no practice of law, medicine, dentistry, chiropraxy, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. An exception is made for the development, promotion of Deer Valley, and home construction activities by the Developer and its designated builders. Notwithstanding the provisions hereof or of Article 1, Section 2, a house may be used by a builder thereof as a model home for display or for the builder's own office.

**SECTION 10. Signs.** Unless authorized by the Developer or the Homeowners' Association, no sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign by a real estate agent or lot owner advertising the sale or rent thereof, which shall not be greater in area than nine square feet each, and placed in the front yard only. However, the Developer and persons authorized by the Developer shall have the right to place larger and multiple signs anywhere upon a lot, common areas, landscape easements, and islands. Any unauthorized sign may be confiscated and disposed of in any way by anyone.

**Additional Sign Easement for Lots 1, 7, 45, and 101.** – The proceeding lots are subject to an Easement to the Developer (and eventually to the Homeowners' Association) for the purpose of erecting and maintaining signs for the Subdivision. No structure, improvement or driveway, except for originally-installed signs, lighting and landscaping related structures, shall be located in or on these Sign Easements. The Homeowners' Association shall maintain the signs, trees and shrubs which are located in the Sign Easement. These sign easements shall run with the land.

**SECTION 11. Care of Property, Drainage, and Easements.** A good turf shall be established and maintained by the Owner and each Owner shall be responsible for maintenance and grade elevation of the drainage swales on their lot or lots. The Developer has established certain grades for the Subdivision as required by the OMPC. Accordingly, it shall be each Owner's sole responsibility to maintain their drainage easements and swales on their lot to provide proper surface water drainage for the Subdivision. If a lot Owner fails to or does not properly maintain its lot's drainage easement and swales to provide proper surface water drainage ("Failing Owner") and such failure to maintain drainage easements and/or swales adversely affects the Developer, Builder, Lot Owner, or the Homeowners' Association ("Affected Party"), then such Affected Party may after notice an opportunity to repair to the Failing Owner, enter upon the premises of the Failing Owner for purposes of correcting and maintaining such drainage easements and swales, and the Affected Party shall have a mechanic's lien on the Failing Owner's Property for the costs so incurred. If the Failing Owner fails or refuses to pay such costs, the Affected Party may bring suit to enforce such lien rights. In such event, the Affected Party shall also be entitled to recovery of reasonable attorney's fees and costs incurred for bringing the suit. If at any time the easement of a lot is blocked or obstructed and access to any such easement by a public utility or public agency is necessary, the Owner of the lot shall be responsible for the removal of any such easement obstruction at the owner's sole cost and expense.

All areas upon the recorded Plat of the Subdivision which are designated as easements thereon are hereby reserved for the use of any and all public utilities for the installation of water,

sewer and gas mains, for drainage above or underground, electric facilities and surface water drainage, subject at all time to the proper authorities. No structures or other improvements, planting or other materials (including but not limited to houses, fences, and landscaping) shall be erected or permitted to remain within said easements which may damage or interfere with the installation and maintenance of the utilities and drainage. The easements are of each lot shall be maintained continuously by the Owner of said lot so as not to change the intended direction of flow of surface water within said easement as said direction of flow is set forth in the site plan for the Subdivision filed with the OMPC. Any existing creeks, spillways, storm inlets, outflow structures, or other drainage way within the Subdivision shall be maintained by each lot Owner affected thereby in its present condition so as to maintain thorough and clear surface water drainage along said waterway at all times, such lot Owner being responsible to maintain that portion of said waterway which is located upon said Owner's respective lot. Water from downspouts or other surface water drainage systems shall not be drained into or connected with the sanitary sewer system serving the lots in the Subdivision.

**SECTION 12. Disposal of Trash, Garbage, Rubbish, and/or Stored Materials.** No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers which must be stored in the side yard of a lot, back yard of a lot, or garage, and out of view from the street. There is an exception for the Developer and authorized builders while constructing for present construction of homes or development of the lots. There may also be exceptions for lot owners who obtain permission from the Developer and/or the Homeowners' Association for events such as, but not limited to, a remodel. The Developer may store materials on any lot. Designated builders may request permission from the Developer to store materials, which permission may be given in the Developer's sole discretion.

**SECTION 13. Rules for Common Areas.** The Homeowners' Association is authorized to adopt rules for the use of common areas and such rules shall be furnished in writing to the lot owners.

### **ARTICLE III – ARCHITECTURAL CONTROL**

#### **SECTION 1. Approval of Construction and Landscape Plans.**

- (a) There shall be an Architectural Control Committee ("ACC") which shall have the absolute right, in its unquestioned discretion, to make all decisions regarding compliance with the restrictions of the Sections in Article III. The Developer shall have the right to determine all designs and landscaping prior to the sale of a lot to a builder and first occupant. The Developer or its successors shall be the ACC until it gives notice to the Homeowners' Association that the Homeowners' Association will take over the ACC. The Homeowners' Association shall then call a special meeting of the members to elect a new ACC.
- (b) No structure may be erected, placed or altered on any lot until the construction plans and building specifications have been approved by the ACC, which will not be unreasonably withheld. The ACC must approve in writing these plans unless the plans are made by a pre-approved builder as listed in Article III, Section 2(b).

- (c) References to "structure" in this paragraph shall include any building (including a garage) fence, wall, antennae (except for standard small television antennae and small satellite receivers not exceeding twenty (20) inches in diameter), and microwave and other receivers and transmitters (including those currently called "satellite dishes").
- (d) The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the ACC, or its designated representative, fails to approve or disapprove, within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval shall not be required and the related Covenants shall be deemed to have been fully complied with.

**SECTION 2. Building Materials; Builder; Paint Colors; Foundation.**

- (a) The exterior building material of all structures in The Reserve and Creekside shall extend to ground level. The exterior building material of all structures in The Meadows shall extend to a maximum of eight inches above ground level on the front of the structure. All exterior building material shall be either brick, stone, cultured stone, stucco, vinyl, aluminum, concrete composite, wood or wood products, or a combination of any two or more of these materials. The Developer recognizes that the appearance of other exterior building materials may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials.
- (b) The ACC must approve in writing any contractor for the purpose of constructing of residences upon the property subject to this Declaration. As of this date the only pre-approved builder is Jagoe Homes, Inc. These pre-approved builders do not have to be approved in writing. The Developer makes this requirement in order to maintain a high quality of construction within the subdivision.

**SECTION 3. Minimum Floor Areas.** In regard to the property covered by the Declaration, there are three sections of residence to be developed, that for the purposes of this paragraph in regard to the minimum floor areas shall be referenced as "The Meadows", "Creekside", and "The Reserve". As to each of these three sections of developments the following shall be the minimum floor areas for homes to be constructed therein after this instrument is recorded:

- (a) In **The Meadows Section 1 – Unit 1**, being composed of lots numbered 45 through 71, no single-family dwelling shall have a floor area less than 1,000 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a one car attached garage.
- (b) In the **Creekside Section 1 – Unit 1**, being composed of lots numbered 44, 72 through 83, and 95 through 101, no single-family dwelling shall have a floor area less than 1,500 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a two car attached garage.
- (c) In **The Reserve Section 1 – Unit 1**, being composed of lots numbered 1 through 20 and 84 through 88, no single-family dwelling shall have a floor area less than 2,000 square feet, including covered porches and covered patios attached to the dwelling. Such minimums



shall be exclusive of attached garages. All dwellings shall contain at least a two car attached garage.

**SECTION 4. Setbacks.** No structure shall be located on any lot nearer to the front lot line or the side street line than the building setback lines shown on the recorded plat. The Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations. Where building setback lines are not indicated on the recorded plat, there shall be a five (5) foot side line restriction, meaning that no building, including storage buildings, shall be placed closer than five (5) feet to the side property line.

**SECTION 5. Storage and Out Buildings.** Each lot owner shall be permitted to place on their lot one storage building not to exceed two hundred (200) square feet with exterior walls not to exceed eight (8) feet in height, as measured from the surface of the floor, excluding gables. All storage buildings shall have the same siding and be color coordinated with the colorings of the dwelling, including siding and roofs.

**SECTION 6. Miscellaneous Buildings.** Any other building not listed above must be approved by the ACC before construction begins.

**SECTION 7. Garages; Carports.** All lots shall have at least a one or two car garage, as stated in Article III, Section 3, unless otherwise approved in writing by the Developer. No detached garages or carports are allowed unless otherwise approved in writing by the Developer. Detached garages, as structures, are subject to prior plan approval under Article III, Section 2, hereof.

**SECTION 8. Basketball Hoops/Basketball Goals.** A lot owner may install a permanent basketball hoop visible from the street, as long as the structure supporting the basketball hoop is permanently buried in the ground outside of any easement. If the lot owner has a portable basketball hoop, it must remain in the rear yard.

**SECTION 9. Landscaping, Sidewalks; Driveways; Trees.**

- (a) Within sixty days of the final completion of construction of a residence, the lot owner shall grade, seed, and landscape the lot. Developer in its sole discretion may extend or postpone this time limit to allow for weather conditions.
- (b) On streets where sidewalks are required by subdivision regulation, each lot owner shall cause a sidewalk to be constructed on each lot within six months from the date of the original building permit. The Developer in its sole discretion may extend or postpone this time limit to allow for weather conditions.
- (c) Each lot owner shall have a driveway with a permanent constructed surface of concrete or bituminous asphalt.
- (d) Upon a lot owner's failure to comply with the provision of this Section 9, the Developer may take such action as necessary to comply therewith, and the lot owner shall immediately, upon demand, reimburse the Developer or other performing party for all expenses incurred in doing so, together with allowable statutory interest, and the Developer shall have a lien for such expenses and statutory interest on that lot and the improvements thereon to secure the

repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any first mortgage thereon.

- (e) **Additional Landscaping and Irrigation Easement for Lots 1, 4, 5, 7, 10, 15, 16, 52, 53, 85, and 86** – On the final plat of Deer Valley Section 1 – Unit 1, of record in Plat Book 40, Page 148, in the Office of the Daviess County Clerk, the Developer (and eventually the Homeowners' Association) reserved an easement for maintenance and care of the landscaping and an irrigation system upon the proceeding lots. There is also an Easement for maintenance and care of the landscaping and irrigation system on the Islands located on Deer Valley Boulevard and Brookstone Place that shall be maintained and cared for by the Homeowners' Association. Parts of the Landscaping and Irrigation Easement may be released at the sole discretion of the Developer for the construction of a lot owner's dwelling or driveway.

**SECTION 10. Mail and Paper Boxes.** All mail boxes, house numbers, and paper holders (if applicable) will be identical in nature as approved by the Developer. Replacement of mailboxes shall be only with mailboxes which are as nearly similar to the original boxes and supporting posts in construction and color as practicable.

#### **ARTICLE IV – HOMEOWNERS' ASSOCIATION, INC.**

**SECTION 1. Homeowners' Association, Inc.** The Deer Valley Community Homeowners' Association, Inc. ("Homeowners' Association") has been created to maintain common areas, composed of open spaces, street median, water retainage basins, and certain other recreational and community facilities, and to provide other functions as set forth herein. Owners of lots in the subdivision shall be members of the Homeowners' Association and subject to the membership obligations established in this instrument, including association rules adopted under Article II, Section 13, and its operating By-laws.

**SECTION 2. Land to be Conveyed to Homeowners' Association; Land to be Maintained.** Common Area No. 1, Common Area No. 2, Common Area No. 3, Common Area No. 4, Common Area No. 5, and Common Area No. 6, as shown on the final plat of Deer Valley Section 1-Unit 1, of record in Plat Book 40, Page 148, shall be conveyed from Deer Valley Subdivision to the Deer Valley Community Homeowners' Association, Inc. at some point during the development of the Subdivision. The Homeowners' Association will maintain and keep these areas as part of the Homeowners' Association's duties.

The Homeowners' Association will also maintain and keep the Islands located on Deer Valley Boulevard and Brookstone Place.

**SECTION 3. Lot Owners' Easement of Enjoyment.** Every lot owner shall have a right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to every lot. "Common area(s)" means and refers to all non-residential lots and areas, which are shown on any recorded final subdivision plat within any portion of Deer Valley made subject to the Homeowners' Association, together with all other improvements owned or to be owned by the Homeowners' Association. The right of enjoyment is subject to the following provisions:

- (a) The right of the Homeowners' Association to borrow money for the purpose of improving the common areas or for construction, repairing, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage conveying all or a part of the common areas.
- (b) The right of the Homeowners' Association to suspend the voting rights and the right to use common areas for any period during which any assessment against a lot remains unpaid, and for a period of time for any infraction of its published rules and regulations.
- (c) The right of the Homeowners' Association to dedicate or transfer all or any part of the common areas to any public agency, authority or utility for such purposes and subject to such conditions as maybe agreed to by the Homeowners' Association and such agency, authority or utility. The Developer may dedicate utility or service easements at its sole discretion so long as there is in existence the Class B membership in accordance with Section 16, and so long as additions are permitted under Article I, Section 2.

**SECTION 4. Fishing in Common Areas.** Subject to the restrictions listed in Section 3 hereof, each lot owner, the members of the lot owner's family or to their tenants or contract purchasers who reside on the property shall have the right to fish in the lakes on the common areas, subject to the fishing regulations of the Commonwealth of Kentucky. There shall be no swimming, no motor boats, no docks, no paddle boats, no sail boats, for personal or commercial purposes allowed in the common area lakes.

**SECTION 5. Delegation of Use.** Lot owners may delegate, in accordance with the Bylaws, their right of enjoyment to the common areas to the members of their families or to their tenants or contract purchasers who reside on the property. Membership in the Homeowners' Association may not be conveyed separately from ownership in the lot.

**SECTION 6. Homeowners' Association Right of Entry.** The authorized representative of the Homeowners' Association shall be entitled to reasonable access to the individual lots as may be required in connection with the preservation of property on an individual lot or in the event of an emergency or in connection with the maintenance of, repairs or replacements within the common areas, or any equipment, facilities or fixtures affecting or serving other lots or the common areas or to make any alteration required by a governmental authority.

**SECTION 7. Assessments; Creation of the Lien and Personal Obligation.** Each lot owner, except the Developer, by acceptance of a deed for a lot, whether or not it shall be expressed in such deed, covenants and agrees to pay to the Homeowners' Association (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. The Developer shall be responsible for the maintenance costs of the Homeowners' Association, incurred over and above assessed amounts payable to the Homeowners' Association by the lot owners, until the Developer transfers control of the Homeowners' Association. Maintenance cost overruns funded by the Developer are an obligation of the Homeowners' Association, which shall be repaid to the Developer from future surpluses. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees, shall also be the personal obligation of the person who was the owner of such

property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Provided, however, and as an exception to the above, each final platted lot owned by the Developer that is not sold to a third party within 24 months of said final platting, shall be fully subject to all assessments thereafter from that date forward.

**SECTION 8. Purpose of Assessments.**

- (a) The assessments levied by the Homeowners Association shall be used exclusively to promote the health, safety and welfare of the residents and in particular for the acquisition, improvement and maintenance of properties and services devoted to this purpose, or for the use and enjoyment of the common areas, including but not limited to, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common areas, maintenance of signs, landscaping, and easements, the procurement of assessments, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Homeowners' Association when necessary, and such other needs as may arise. The Homeowners' Association shall maintain, operate and repair, unless such obligations are assumed by any municipal or governmental agency having jurisdiction thereof, the common areas, open spaces, signs, landscaping located in landscaping easements, easements, entranceways (including the entrance signs located on Lots 1, 7, 45, and 101), medians, lakes, and areas and other improvements. The Homeowners' Association will also maintain and keep the Islands located on Deer Valley Boulevard and Brookstone Place.
- (b) It is further recognized and understood that it is anticipated that the Developer will be selling property to the Homeowners' Association for the use and ownership by the Association at the properties then determined price, which shall be at the Developer's "cost", which includes both cost of the original land and proper allocable development costs to the subject property.
- (c) As soon as the first lot is sold in Deer Valley Section 1-Unit 1, the Homeowners' Association shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefitting the Deer Valley Community as permitted in this Declaration.

**SECTION 9. Maximum Annual Assessment.**

- (a) The initial maximum annual assessment shall be set at a rate not to exceed \$125.00 per year (payable annually) per lot, and may be increased each year thereafter by not more than 15% above the assessment for the previous year without a vote; if the increase exceeds said specified percentage, it shall require at least a simple majority vote of each class of members pursuant to the By-laws.
- (b) The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum. The Board of Directors shall determine when the assessments shall be paid.

**SECTION 10. Special Assessments for Capital Improvement.** In addition to the annual assessments authorized above, the Homeowners' Association may levy, in any assessment year, a

special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon a common area, including fixtures and personal property related thereto. Any such assessment shall have the assent of the members of the Homeowners' Association in accordance with the Bylaws.

**SECTION 11. Uniform Rate of Assessment; Exception.** Except as otherwise provided herein, both annual and special assessments shall be fixed at a uniform rate of all lots except those unimproved and unoccupied lots owned by the Developer or a builder. The Board of Directors may at its discretion waive the assessment for any year or part of a year for any lot not occupied as a residence. Provided, any said waiver provided shall not require said waiver to be done in the future.

**SECTION 12. Date of Commencement of Annual Assessment; Due Date; Method of Payment.** The annual assessments provided for herein shall begin as to any lot subject to the assessment as of the first March 1 following the time the lot is deeded to a third party.

**SECTION 13. Effect of Nonpayment of Assessments; Remedies of the Homeowners' Association.** Any assessment not paid by the due date shall bear interest from the due date at the rate of 18% per annum or maximum rate of interest then allowable by Kentucky law, whichever is greater. Provided, if said otherwise applicable rate would exceed any applicable usuary rate limit, the rate shall correspond to said usuary rate limit. The Homeowners' Association may bring an action at law against the lot owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorney fees of such action or foreclosure shall be added to the amount of such assessments. No lot owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of a lot.

**SECTION 14. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any then existing first mortgage. Sale or transfer of any lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to a first mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer (but shall not extinguish all personal liability therefor pursuant to Section 13 above). No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien.

**SECTION 15. Membership.** The Developer and every owner of a lot which is subject to an assessment shall be a member of the Homeowners' Association. Such owner and member shall abide by Homeowners' Association's Bylaws, Articles of Incorporation to be recorded in the office of the Clerk of Daviess County, Kentucky, its rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Homeowners' Association's Board of Directors. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment. The Homeowners' Association shall be a non-profit corporation.

**SECTION 16. Classes of Membership.** The Homeowners' Association shall have classes of voting membership:

- (a) Class A. Class A members shall be all lot owners, with the exception of the Developer.

- (b) Class B. The only Class B member shall be the Developer. The Class B membership shall cease and be converted to Class A membership on the happening of any of the events specified in paragraph (c) below, items “(i)”, or “(ii)”, whichever occurs earlier.
- (c) Each member shall have one vote with respect to each lot owned by such member, but a Class A member shall not be entitled to exercise any vote until the earlier of (i) when, in its discretion, the Developer so determines; or (ii) when 100% of the lots which may be developed as described in Article I, Sections 1 and 2 have been sold by Developer and residences have been constructed thereon.
- (d) The Homeowners Association shall meet once a year, or more frequently, and may elect such officers as it sees fit as said meeting. The annual meeting shall be held in **Common Area 3**, unless a different location is stated in the written notice of the meeting. No further notice shall be required for annual meetings. The Association shall give notice of special meetings to members by United States First Class Mail deposited in the mail at least twenty (20) days before a meeting.

**SECTION 17. Organization of Homeowners’ Association.** The Homeowners’ Association shall consist of one nominated member of each family or entity which owns any lot in the subdivision and shall be succeeded in the Association as a member by their successors or assigns. The members (based upon voting rights as above set forth) shall organize, establish Bylaws and regulations for the operations of said Association for the primary duty of collecting annual fees, and other fees and assessments, and expending said sums for the maintenance of all common areas and street medians as set forth on the recorded plat, and to construct capital improvements approved by the Association.

Administration, Bylaws, rules and regulations, election of officers, and places of meeting, shall be conducted and established by a majority of the Homeowners’ Association with a majority consisting of 51% of the voting members attending any called meeting. A meeting shall be called by letter deposited and delivered to each lot owner by regular mail.

**SECTION 18. Limitations Upon Homeowners’ Association.** For purposes of clarification, the Homeowners’ Association shall have no direct involvement in the development of Deer Valley Subdivision, nor shall it have any rights as to any matter or provision set forth in Articles I, II, III, and V, unless expressly referenced therein. Instead, the Developer, or the Developer’s assigns, shall have all rights and privileges applicable thereto.

**SECTION 19. Duty of Homeowners’ Association to Sue.** If a lot owner brings to the attention of the Homeowners’ Association a potential violation of this Declaration, the Homeowners’ Association shall take a vote at the next regularly scheduled meeting as to whether or not the Homeowners’ Association shall take any action against the potential violating party. If the vote is affirmative to take action, the aggrieved lot owner shall defer to the Homeowners’ Association in the action. If the vote is negative, and the Homeowners’ Association decides to take no action, the aggrieved lot owner may not force the Homeowners’ Association to take action. However, non-action by the Homeowners’ Association will not prevent the aggrieved lot owner from taking action at the lot owners sole expense.

**ARTICLE V – GENERAL PROVISIONS**

**SECTION 1. Enforcement.** Enforcement of these restrictions shall be proceedings at law or in equity, brought by any lot owner or by the Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. If any lot owner, the Homeowners' Association or the Developer is required to employ legal counsel to enforce any of the provisions or restrictions of this Declaration or exercise any of the remedies provided for herein, the party violating a provision or restriction of this Declaration shall pay all legal expenses, including court costs and reasonable attorney fees, incurred by the party enforcing these restrictions. The party enforcing these restrictions shall have a lien on the lot of the party violating these restrictions to secure payment of all such legal expenses, which lien may be enforced in the same manner as the liens provided in Article IV, Section 7 and Article IV, Section 13 of this Declaration. Failure of any lot owner or Developer to demand or insist upon observance of any of these restrictions, or the proceed for restraint of violations, shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions and the exercise of any remedy provided for herein or, at law in equity shall not preclude the exercise of any other remedy available at law or in equity.

**SECTION 2. Severability.** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**SECTION 3. Restrictions Run with Land.** Unless cancelled, altered or amended under the provisions of this paragraph, the provisions of this Declaration shall run with the land and shall be binding on the lots, the owners of each lot and all parties claiming under them, for a period of thirty (30) years from the date this Declaration is recorded. After such thirty (30) years, this Declaration shall be deemed extended automatically for successive periods of ten (10) years, unless and until an instrument signed by at least seventy-five percent (75%) of the lot owners of the lots subject to this Declaration has been recorded in the aforesaid Clerk's office, agreeing to change this Declaration in whole or in part and the term hereof; provided, however, that if the Developer, its designated successors or assigns, as applicable, then owns any lot, or any portion of Deer Valley, or if any portion of Deer Valley remains unplatted as a phase, this Declaration may not be so changed in whole or in part without the prior written consent of the Developer in its sole discretion. From the date of this Declaration and for so long hereafter as the Developer, its designated successors or assigns, as applicable, owns any lot or any portion of Deer Valley or holds option rights on contiguous property thereto as set forth in Article 1 above (i) this Declaration may hereafter be unilaterally amended by the Developer to bring the terms and provisions hereof in compliance with any applicable governmental law, rule, regulation, order, decree, judgment or ordinance; (ii) the Developer may otherwise unilaterally amend this Declaration as the Developer may elect in its sole discretion, provided, that any such amendment in the sole judgment of the Developer under this subpart "(ii)" shall not materially adversely affect the then existing private single-family residential nature of the developed sections of Deer Valley; (iii) the Developer may also amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (iv) the Developer may unilaterally change any lot designated as residential to recreational usage after first obtaining written approval of the adjoining contiguous property owners, and (v) the Developer may otherwise unilaterally release any building plat from any part of the covenants and restrictions which have been violated including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto, if the Developer in its sole judgment determines such violation to be a minor violation. At such time as

neither the Developer, its designated successors or assigns, as applicable, owns any lot or any portion of Deer Valley or still holds said option rights, or upon such earlier date as the Developer may elect in its sole discretion by written notice given to the Board of Directors of the Homeowners' Association, this Declaration may thereafter be cancelled, altered or amended by the recordation of a document in the aforesaid Clerk's Office in which the Board of Directors of Homeowners' Association certifies that such cancellation, alteration or amendment was executed by the owners of seventy-five percent (75%) of the lots subject to this Declaration.

**SECTION 4. Amendments to Articles and Bylaws.** Nothing in this Declaration shall limit the right of the Homeowners' Association to amend, from time to time, its Articles of Incorporation and Bylaws.

**SECTION 5. Non-Liability of the Directors and Officers.** Neither the Developer nor the Directors or officers of the Homeowners' Association shall be personally liable to the lot owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The lot owners shall indemnify and hold harmless each of the Directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws.

**SECTION 6. Supplemental Declaration.** The Developer may from time to time elect in its discretion, and without need for the consent from any other person or entity, record for future development, a supplemental Declaration of Covenants, Conditions and Restrictions in the aforesaid Clerk's office, pursuant to which Supplemental Declaration the Developer may impose on the future development subject thereto, rights, privileges, covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, easements, assessments, charges and liens, and provisions other than those set forth in this Declaration, which may be more or less restrictive than those set forth in this Declaration as the Developer may elect in its sole discretion and which shall control over the provisions of this Declaration, taking into account the unique and particular aspects of future development. Provided, that any of same imposed by such Supplemental Declaration shall not materially adversely affect the existing single family residential nature of the other developed sections of Deer Valley. Such Supplemental Declaration may further provide for a sub-Homeowners' Association for said future development and for the right of such sub-Homeowners' Association to assess lot owners within specifically the future development and to place liens upon the lots therein for the purposes described in such Supplemental Declaration.


**SECTION 7. Developer's Determination Binding.** In the event of any dispute or disagreement between any lot owner relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Developer shall be final and binding on each and all such lot owners so long as the Developer continues as a Class B member as above set forth in the Homeowners' Association.

**SECTION 8. Assignability of Developer's Rights.** All references herein to the "Developer" shall include any entity, person or association to whom Developer may assign its rights hereunder, whereby said successor assumes all obligations of the Developer hereunder. In that event, the Developer shall have no future liability or responsibility for actions of the successor hereunder.



WITNESS the signature of the Developer by its duly authorized officers on this the 28<sup>th</sup> day of September, 2011.

Deer Valley Subdivision, LLC

  
By: **J. Scott Jagoe**  
Its: Member

STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing Declaration was subscribed, sworn to and acknowledged before me this the 4<sup>th</sup> day of October, 2011, by **J. Scott Jagoe**, as **Member**, of **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, Developer herein.

Meghan P. Slough-Johnson  
Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Prepared by:

Foreman Watson, LLP

*del to*

Meghan P. Johnson  
James S. Watson  
Meghan P. Johnson  
530 Frederica Street  
Owensboro, Kentucky 42301  
270-689-2412



DOCUMENT NO: 1387946  
RECORDED: October 05, 2011 01:31:59 PM  
TOTAL FEE: \$55.00  
COUNTY CLERK: DAVID OSBORNE  
DEPUTY CLERK: AMY FORREST  
COUNTY: DAVIESS COUNTY  
BOOK: D895 PAGES: 633 - 649

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
DEER VALLEY SUBDIVISION  
DAVISS COUNTY, KENTUCKY**

This **First Amendment** to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision ("**First Amendment**") is made at the direction of and caused to be recorded by **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, (the "**Declarant**"), whose mailing address is 3624 Wathens Crossing, Owensboro, Kentucky 42301, as an amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 28, 2011.

**WITNESSETH:**

**WHEREAS**, the Declarant made and declared the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 28, 2011, which is recorded and of record in **Deed Book 895, Page 633**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Original Declaration**");

**WHEREAS**, this **First Amendment** is necessary and desirable to change the restrictions of **Lot Numbers 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 84 and 88** from The Reserve to Creekside;

**WHEREAS**, the Declarant is still the owner of **Lot Numbers 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 84 and 88**;

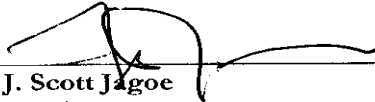
**WHEREAS**, the Declarant has the power to make this change pursuant to Article V, Section 6 of the Original Declaration;

**AND WHEREAS**, the Declarant has made and filed a new plat for **Lot Numbers 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 84 and 88** reflecting the change from The Reserve to Creekside of record in **Plat Book 44, Page 38** in the Office of the Daviess County, Kentucky Court Clerk;

**NOW THEREFORE**, in accordance with the foregoing preambles, all of which are hereby incorporated herein by reference thereto, Declarant hereby declares that **Lot Numbers 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 84 and 88** of Deer Valley Subdivision, formerly subject to the restrictions of The Reserve, shall be subject to the covenants, conditions and restrictions of Creekside as set forth in the Original Declaration.

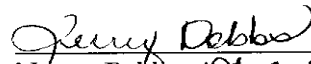
IN WITNESS WHEREOF, the Declarant has caused this **First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision** to be executed by its authorized member on 4/30, 2012.

Deer Valley Subdivision, LLC

  
By: J. Scott Jagoe  
Its: Member

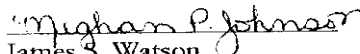
STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing **First Amendment** was subscribed, sworn to and acknowledged before me this the 30 day of April, 2012, by **J. Scott Jagoe**, as **Member**, of **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, Declarant herein.

  
Notary Public: St. Louis, MO  
My commission expires: 12-23-13

Prepared by:

Foreman Watson Holtrey, LLP

  
James S. Watson  
Meghan P. Johnson  
530 Frederica Street  
Owensboro, Kentucky 42301  
270-689-2412

DOCUMENT NO: 1418812  
RECORDED: May 01, 2012 03:49:00 PM  
TOTAL FEES: \$13.00  
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DEPUTY CLERK: AMY FORREST  
COUNTY: DAVIESS COUNTY  
BOOK: D903 PAGES: 164 - 165

**CORRECTION TO FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**DEER VALLEY SUBDIVISION**

**DAVISS COUNTY, KENTUCKY**

**The purpose of this document is to correct the plat reference contained in the First Amendment to the Declaration of Covenants, Conditions, and Restrictions of record in Deed Book 903, Page 164, in the Office of the Daviess County Clerk.**

This **Correction to the First Amendment** to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision ("**Corrected First Amendment**") is made at the direction of and caused to be recorded by **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, (the "**Declarant**"), whose mailing address is 3624 Wathens Crossing, Owensboro, Kentucky 42301, as an amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 28, 2011 and as a correction to the First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Deer Valley Subdivision executed on April 30, 2012.

**WITNESSETH:**

**WHEREAS**, the Declarant made and declared the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 28, 2011, which is recorded and of record in **Deed Book 895, Page 633**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Original Declaration**");

**WHEREAS**, this **Corrected First Amendment** is necessary and desirable to change the restrictions of **Lot Numbers 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 84 and 88** from The Reserve to Creekside;

**WHEREAS**, the Declarant is still the owner of **Lot Numbers 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 84 and 88**;

**WHEREAS**, the Declarant has the power to make this change pursuant to Article V, Section 6 of the Original Declaration;

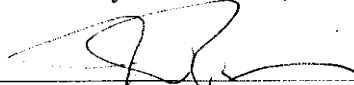
**AND WHEREAS**, the Declarant has made and filed a new plat for **Lot Numbers 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 84 and 88** reflecting the change from The Reserve to Creekside of record in **Plat Book 41, Page 38** in the Office of the Daviess County, Kentucky Court Clerk;

AFTER RECORDING RETURN TO:  
FOREMAN WATSON LAND TITLE, LLC  
530 FREDERICA ST. N.J.  
OWENSBORO, KY 42301

NOW THEREFORE, in accordance with the foregoing preambles, all of which are hereby incorporated herein by reference thereto, Declarant hereby declares that Lot Numbers 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 84 and 88 of Deer Valley Subdivision, formerly subject to the restrictions of The Reserve, shall be subject to the covenants, conditions and restrictions of Creekside as set forth in the Original Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Correction to First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision to be executed by its authorized member on May 9, 2012.

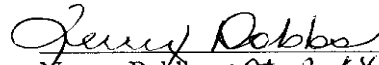
Deer Valley Subdivision, LLC



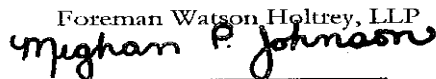
By: J. Scott Jagoe  
Its: Member

STATE OF KENTUCKY  
COUNTY OF DAVIESS

The foregoing Corrected First Amendment was subscribed, sworn to and acknowledged before me this the 9 day of May, 2012, by J. Scott Jagoe, as Member, of Deer Valley Subdivision, LLC, a Kentucky limited liability company, Declarant herein.

  
Notary Public: St. J. KY at Jago  
My commission expires: 12-23-12

Prepared by:

Foreman Watson Holtrey, LLP  


James S. Watson  
Meghan P. Johnson  
530 Frederica Street  
Owensboro, Kentucky 42301  
270-689-2412

DOCUMENT NO: 1420158  
RECORDED: May 14, 2012 08:34:00 AM  
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DEPUTY CLERK: COLLEEN LANHAM  
COUNTY: DAVIESS COUNTY  
BOOK: D903 PAGES: 622 - 623

**SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**DEER VALLEY SUBDIVISION**

**DAVISS COUNTY, KENTUCKY**

This **Second Amendment** to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision ("**Second Amendment**") is made at the direction of and caused to be recorded by **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, (the "**Declarant**"), whose mailing address is 3624 Wathens Crossing, Owensboro, Kentucky 42301, as an amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 28, 2011, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on April 30, 2012, and the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 9, 2012.

**WITNESSETH:**

**WHEREAS**, the Declarant made and declared the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 28, 2011, which is recorded and of record in **Deed Book 895, Page 633**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Original Declaration**");

**WHEREAS**, the Declarant made and declared the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on April 30, 2012, which is recorded and of record in **Deed Book 903, Page 164**, in the Office of the Daviess County, Kentucky Court Clerk (the "**First Amendment**");

**WHEREAS**, the Declarant made and declared the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 9, 2012, which is recorded and of record in **Deed Book 903, Page 622**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Correction to First Amendment**");

**WHEREAS**, this **Second Amendment** is necessary and desirable to add **Lot Numbers 31, 32, 33, 34, 35A, 35B, 36A, 36B, 37, 38, 39, 40, 41, 42, 43, 94**, and the **Common Area** located at 2134 Meadowhill Lane of **Overlook** at **Deer Valley Subdivision, Section 1 – Unit 2**, as shown upon the plat of record in **Plat Book 41, Page 95**, in the Office of the Daviess County Clerk, to the

**AFTER RECORDING RETURN TO:  
FOREMAN WATSON LAND TITLE, LLC  
530 FREDERICA ST. Attn: MJS  
OWENSBORO, KY 42301**

covenants, conditions, and restrictions of the Original Declaration, the First Amendment, and the Correction to First Amendment;

**WHEREAS**, the Declarant is still the owner of **Lot Numbers 31, 32, 33, 34, 35A, 35B, 36A, 36B, 37, 38, 39, 40, 41, 42, 43, 94, and the Common Area** located at **2134 Meadowhill Lane of Overlook at Deer Valley Subdivision, Section 1 – Unit 2**;

**AND WHEREAS**, the Declarant has the power to make this amendment pursuant to **Article V, Section 6** of the Original Declaration;

**NOW THEREFORE**, in accordance with the foregoing preambles, all of which are hereby incorporated herein by reference thereto, Declarant hereby declares that **Lot Numbers 31, 32, 33, 34, 35A, 35B, 36A, 36B, 37, 38, 39, 40, 41, 42, 43, 94, and the Common Area** located at **2134 Meadowhill Lane of Overlook at Deer Valley Subdivision, Section 1 – Unit 2** shall be made a part of and subject to the Original Declaration, the First Amendment, and the Correction to First Amendment by reference thereto, and shall be owned, held, used, leased, conveyed, and occupied, subject to the conditions and restrictions set forth in the Original Declaration, the First Amendment, and the Correction to First Amendment, as if they were included in and made a part of the Original Declaration, the First Amendment, and the Correction to First Amendment.

1. **Article II – Section (6)(c)** is hereby amended to include **Lots 35B and 36A**.

2. **Article III – Section (3)** is hereby amended to include the following:

(d) In **Overlook Section 1 – Unit 2**, being composed of lots numbered **31, 32, 33, 34, 35A, 35B, 36A, 36B, 37, 38, 39, 40, 41, 42, 43, and 94**, no single-family dwelling shall have a floor area less than 1,000 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a one car attached garage.

3. **Article III – Section (9)(e)** is hereby amended to include **Lots 35B and 36A**.

4. **Article IV – Section (2)** is hereby amended to include **the Common Area located at 2134 Meadowhill Lane**.

**IN WITNESS WHEREOF**, the Declarant has caused this **Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision** to be executed by its authorized member on July 23, 2012.

Deer Valley Subdivision, LLC

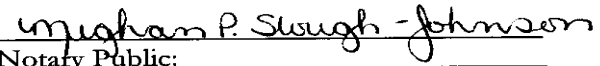


By: **J. Scott Jagoe**  
Its: Member

STATE OF KENTUCKY

COUNTY OF DAVIESS

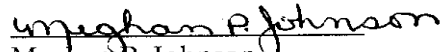
The foregoing **Second Amendment** was subscribed, sworn to and acknowledged before me this the 23<sup>rd</sup> day of July, 2012, by **J. Scott Jagoe**, as **Member**, of **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, Declarant herein.



Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Prepared by:

Foreman Watson Holtrey, LLP

  
Meghan P. Johnson  
530 Frederica Street  
Owensboro, Kentucky 42301  
270-689-2412



DOCUMENT NO: 1428492  
RECORDED: July 25, 2012 08:30:00 AM  
TOTAL FEES: \$17.00  
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DEPUTY CLERK: ANDREA GRIFFIN  
COUNTY: DAVIESS COUNTY  
BOOK: D906 PAGES: 522 - 524



**THIRD AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**DEER VALLEY SUBDIVISION  
DAVIESS COUNTY, KENTUCKY**

DAVIESS COUNTY  
**D909 PG413**

This **Third Amendment** to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision ("**Third Amendment**") is made at the direction of and caused to be recorded by **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, (the "Declarant"), whose mailing address is 3624 Wathens Crossing, Owensboro, Kentucky 42301, as an amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 28, 2011, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on April 30, 2012, the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 9, 2012 and the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 23, 2012

**WITNESSETH:**

**WHEREAS**, the Declarant made and declared the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 28, 2011, which is recorded and of record in **Deed Book 895, Page 633**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Original Declaration**");

**WHEREAS**, the Declarant made and declared the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on April 30, 2012, which is recorded and of record in **Deed Book 903, Page 164**, in the Office of the Daviess County, Kentucky Court Clerk (the "**First Amendment**");

**WHEREAS**, the Declarant made and declared the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 9, 2012, which is recorded and of record in **Deed Book 903, Page 622**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Correction to First Amendment**");

**WHEREAS**, the Declarant made and declared the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 23, 2012, which is

recorded and of record in **Deed Book 906, Page 522**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Second Amendment**");

**WHEREAS**, this **Third Amendment** is necessary and desirable to add **Lot Numbers 21, 22, 23, 24, 25A, 25B, 26A, 26B, 27, 28, 29, 30, 89, 90, 91, 92, 93A, and 93B** of **Overlook at Deer Valley Subdivision, Section 1 – Unit 3**, as shown upon the plat of record in **Plat Book 41**, **Page 147**, in the Office of the Daviess County Clerk, to the covenants, conditions, and restrictions of the Original Declaration, the First Amendment, the Correction to First Amendment, and the Second Amendment;

**WHEREAS**, the Declarant is still the owner of **Lot Numbers 21, 22, 23, 24, 25A, 25B, 26A, 26B, 27, 28, 29, 30, 89, 90, 91, 92, 93A, and 93B** of **Overlook at Deer Valley Subdivision, Section 1 – Unit 3**;

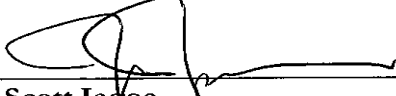
**AND WHEREAS**, the Declarant has the power to make this amendment pursuant to **Article V, Section 6** of the Original Declaration;

**NOW THEREFORE**, in accordance with the foregoing preambles, all of which are hereby incorporated herein by reference thereto, Declarant hereby declares that **Lot Numbers 21, 22, 23, 24, 25A, 25B, 26A, 26B, 27, 28, 29, 30, 89, 90, 91, 92, 93A, and 93B** of **Overlook at Deer Valley Subdivision, Section 1 – Unit 3** shall be made a part of and subject to the Original Declaration, the First Amendment, the Correction to First Amendment, and the Second Amendment by reference thereto, and shall be owned, held, used, leased, conveyed, and occupied, subject to the conditions and restrictions set forth in the Original Declaration, the First Amendment, the Correction to First Amendment, and the Second Amendment, as if they were included in and made a part of the Original Declaration, the First Amendment, the Correction to First Amendment, and the Second Amendment.

1. **Article II – Section (6)(c)** is hereby amended to include **Lots 26A and 25B**.
2. **Article III – Section (3)** is hereby amended to include the following:
  - (e) In **Overlook Section 1 – Unit 3**, being composed of lots numbered **21, 22, 23, 24, 25A, 25B, 26A, 26B, 27, 28, 29, 30, 89, 90, 91, 92, 93A, and 93B**, no single-family dwelling shall have a floor area less than 1,000 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a one car attached garage.
3. **Article III – Section (9)(e)** is hereby amended to include **Lots 26A and 25B**.

IN WITNESS WHEREOF, the Declarant has caused this **Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision** to be executed by its authorized member on September 27, 2012.

Deer Valley Subdivision, LLC

  
By: **J. Scott Jagoe**  
Its: Member

STATE OF KENTUCKY

DAVISS COUNTY  
D909 PG415

COUNTY OF DAVIESS

The foregoing **Third Amendment** was subscribed, sworn to and acknowledged before me this the 27<sup>th</sup> day of September, 2012, by **J. Scott Jagoe**, as **Member**, of **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, Declarant herein.

Meghan P. Slough Johnson #401467  
Notary Public: State-at-Large  
My commission expires: 10/9/13

Prepared by:

Foreman Watson Holtrey, LLP

Meghan P. Johnson  
Meghan P. Johnson  
530 Frederica Street  
Owensboro, Kentucky 42301  
270-689-2412

DOCUMENT NO: 1435129  
RECORDED: September 28, 2012 11:11:00 AM  
TOTAL FEES: \$13.00  
COUNTY CLERK: DAVID OSBORNE  
DEPUTY CLERK: JANET EVANS  
COUNTY: DAVIESS COUNTY  
BOOK: D909 PAGES: 413 - 415

**FOURTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**DEER VALLEY SUBDIVISION**

**DAVISS COUNTY, KENTUCKY**

This **Fourth Amendment** to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision ("**Fourth Amendment**") is made at the direction of and caused to be recorded by **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, (the "**Declarant**"), whose mailing address is 3624 Wathens Crossing, Owensboro, Kentucky 42301, as an amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 28, 2011, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on April 30, 2012, the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 9, 2012, the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 23, 2012, and the **Third Amendment** to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 27, 2012.

**WITNESSETH:**

**WHEREAS**, the Declarant made and declared the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 28, 2011, which is recorded and of record in **Deed Book 895, Page 633**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Original Declaration**");

**WHEREAS**, the Declarant made and declared the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on April 30, 2012, which is recorded and of record in **Deed Book 903, Page 164**, in the Office of the Daviess County, Kentucky Court Clerk (the "**First Amendment**");

**WHEREAS**, the Declarant made and declared the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 9, 2012, which is recorded and of record in **Deed Book 903, Page 622**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Correction to First Amendment**");

After recording return to:  
**FOREMAN WATSON LAND TITLE, LLC**  
530 FREDERICA STREET  
OWENSBORO, KENTUCKY 42301

**WHEREAS**, the Declarant made and declared the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 23, 2012, which is recorded and of record in **Deed Book 906, Page 522**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Second Amendment**");

**WHEREAS**, the Declarant made and declared the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 27, 2012, which is recorded and of record in **Deed Book 909, Page 413**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Third Amendment**");

**WHEREAS**, this **Fourth Amendment** is necessary and desirable to add **Lot Numbers 112 through 127 and Lot Numbers 192 through 196 of Blossom at Deer Valley Subdivision, Section 2 – Unit 2**, as shown upon the plat of record in **Plat Book 42, Page 117**, in the Office of the Daviess County Clerk, to the covenants, conditions, and restrictions of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, and the Third Amendment;

**WHEREAS**, this **Fourth Amendment** is also necessary and desirable to add **Lot Numbers 128 through 178 and the common area located at 6354 Autumn Valley Trace of Woodstone at Deer Valley Subdivision, Section 2 – Unit 4**, as shown upon the plat of record in **Plat Book 42, Page 118**, in the Office of the Daviess County Clerk, to the covenants, conditions, and restrictions of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, and the Third Amendment;

**WHEREAS**, the Declarant is still the owner of **Lot Numbers 112 through 127 and Lot Numbers 192 through 196 of Blossom at Deer Valley Subdivision, Section 2 – Unit 2 and Lot Numbers 128 through 178 and the common area located at 6354 Autumn Valley Trace of Woodstone at Deer Valley Subdivision, Section 2 – Unit 4**;

**AND WHEREAS**, the Declarant has the power to make this amendment pursuant to **Article V, Section 6** of the Original Declaration;

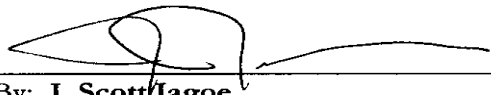
**NOW THEREFORE**, in accordance with the foregoing preambles, all of which are hereby incorporated herein by reference thereto, Declarant hereby declares that **Lot Numbers 112 through 127 and Lot Numbers 192 through 196 of Blossom at Deer Valley Subdivision, Section 2 – Unit 2 and Lot Numbers 128 through 178 and the common area located at 6354 Autumn Valley Trace of Woodstone at Deer Valley Subdivision, Section 2 – Unit 4** shall be made a part of and subject to the Original Declaration, the First Amendment, the Correction to First

Amendment, the Second Amendment, and the Third Amendment, by reference thereto, and shall be owned, held, used, leased, conveyed, and occupied, subject to the conditions and restrictions set forth in the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, and the Third Amendment, as if they were included in and made a part of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, and the Third Amendment.

1. **Article II – Section (6)(c)** is hereby amended to include **Lot 117 and Lot 118 of Blossom at Deer Valley Subdivision, Section 2 – Unit 2.**
2. **Article III – Section (3)** is hereby amended to include the following:
  - (f) In **Blossom Section 2 – Unit 2**, being composed of lots numbered **112 through 127 and 192 through 196**, no single-family dwelling shall have a floor area less than 1,000 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a one car attached garage.
  - (g) In **Woodstone Section 2 – Unit 4**, being composed of lots numbered **128 through 178**, no single-family dwelling shall have a floor area less than 900 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a one car attached garage.
3. **Article III – Section (9)(e)** is hereby amended to include **Lot 117 and Lot 118 of Blossom at Deer Valley Subdivision, Section 2 – Unit 2.**
4. **Article IV – Section (2)** is hereby amended to include **the Common Area located at 6354 Autumn Valley Trace.**

IN WITNESS WHEREOF, the Declarant has caused this **Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision** to be executed by its authorized member on July 19, 2013.

**Deer Valley Subdivision, LLC**

  
By: **J. Scott Jagoe**  
Its: Member

STATE OF KENTUCKY

DAVISS COUNTY  
D921 PG659

COUNTY OF DAVIESS

The foregoing **Fourth Amendment** was subscribed, sworn to and acknowledged before me this the 19<sup>th</sup> day of July, 2013, by **J. Scott Jagoe**, as **Member**, of **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, Declarant herein.

Meghan P. Slough-Johnson  
Notary Public:  
My commission expires: Oct. 19, 2013

Prepared by:

Foreman Watson Holtrey, LLP

Meghan P. Johnson  
Meghan P. Johnson  
530 Frederica Street  
Owensboro, Kentucky 42301  
270-689-2412

DOCUMENT NO: 1460395  
RECORDED: July 22, 2013 09:35:00 AM  
TOTAL FEES: \$16.00  
COUNTY CLERK: DAVID OSBORNE  
DEPUTY CLERK: AMY FORREST  
COUNTY: DAVIESS COUNTY  
BOOK: D921 PAGES: 656 - 659

**FIFTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
DEER VALLEY SUBDIVISION  
DAVISS COUNTY, KENTUCKY**

This **Fifth Amendment** to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision ("**Fifth Amendment**") is made at the direction of and caused to be recorded by **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, (the "**Declarant**"), whose mailing address is 3624 Wathens Crossing, Owensboro, Kentucky 42301, as an amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 28, 2011, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on April 30, 2012, the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 9, 2012, the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 23, 2012, the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 27, 2012, and the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 19, 2013.

**WITNESSETH:**

**WHEREAS**, the Declarant made and declared the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 28, 2011, which is recorded and of record in **Deed Book 895, Page 633**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Original Declaration**");

**WHEREAS**, the Declarant made and declared the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on April 30, 2012, which is recorded and of record in **Deed Book 903, Page 164**, in the Office of the Daviess County, Kentucky Court Clerk (the "**First Amendment**");

**WHEREAS**, the Declarant made and declared the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 9, 2012, which is recorded and of record in **Deed Book 903, Page 622**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Correction to First Amendment**");

After recording return to:  
FOREMAN WATSON LAND TITLE, LLC  
530 FREDERICA STREET  
OWENSBORO, KENTUCKY 42301



**WHEREAS**, the Declarant made and declared the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 23, 2012, which is recorded and of record in **Deed Book 906, Page 522**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Second Amendment**");

**WHEREAS**, the Declarant made and declared the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 27, 2012, which is recorded and of record in **Deed Book 909, Page 413**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Third Amendment**");

**WHEREAS**, the Declarant made and declared the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 19, 2013, which is recorded and of record in **Deed Book 921, Page 656**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Fourth Amendment**");

**WHEREAS**, this **Fifth Amendment** is necessary and desirable to add **Lot Numbers 179 through 191 of Blossom at Deer Valley Subdivision, Section 2 – Unit 3**, as shown upon the plat of record in **Plat Book 44, Page 3**, in the Office of the Daviess County Clerk, to the covenants, conditions, and restrictions of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment;

**WHEREAS**, the Declarant is still the owner of **Lot Numbers 179 through 191 of Blossom at Deer Valley Subdivision, Section 2 – Unit 3**;

**AND WHEREAS**, the Declarant has the power to make this amendment pursuant to **Article V, Section 6** of the Original Declaration;

**NOW THEREFORE**, in accordance with the foregoing preambles, all of which are hereby incorporated herein by reference thereto, Declarant hereby declares that **Lot Numbers 179 through 191 of Blossom at Deer Valley Subdivision, Section 2 – Unit 3** shall be made a part of and subject to the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, by reference thereto, and shall be owned, held, used, leased, conveyed, and occupied, subject to the conditions and restrictions set forth in the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment, as if they were included in and made a part of the Original Declaration, the First Amendment, the

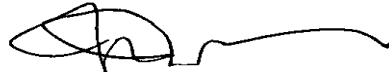
Correction to First Amendment, the Second Amendment, the Third Amendment, and the Fourth Amendment.

1. **Article III – Section (3)** is hereby amended to include the following:

(h) In **Blossom Section 2 – Unit 3**, being composed of lots numbered **179 through 191**, no single-family dwelling shall have a floor area less than 1,000 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a one car attached garage.

**IN WITNESS WHEREOF**, the Declarant has caused this **Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision** to be executed by its authorized member on January 13, 2015.

Deer Valley Subdivision, LLC



By: **J. Scott Jagoe**  
Its: Member

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing **Fifth Amendment** was subscribed, sworn to and acknowledged before me this the 13<sup>th</sup> day of January, 2015, by **J. Scott Jagoe**, as **Member**, of **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, Declarant herein.

Meghan P. Johnson  
Notary Public:  
My commission expires: \_\_\_\_\_

Prepared by:

Foreman Watson Holtrey, LLP

Meghan P. Johnson  
Meghan P. Johnson  
530 Frederica Street  
Owensboro, Kentucky 42301  
270-689-2412



RECORDED: January 14, 2015 09:23:00 AM  
TOTAL FEES: \$13.00  
COUNTY CLERK: DAVID OSBORNE  
DEPUTY CLERK: ANDREA GRIFFIN  
COUNTY: DAVIESS COUNTY  
BOOK: D943 PAGES: 477 - 479

**SIXTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
DEER VALLEY SUBDIVISION  
DAVISS COUNTY, KENTUCKY**

This **Sixth Amendment** to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision ("**Sixth Amendment**") is made at the direction of and caused to be recorded by **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, (the "**Declarant**"), whose mailing address is 3624 Wathens Crossing, Owensboro, Kentucky 42301, as an amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 28, 2011, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on April 30, 2012, the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 9, 2012, the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 23, 2012, the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 27, 2012, the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 19, 2013, and the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on January 13, 2015.

**WITNESSETH:**

**WHEREAS**, the Declarant made and declared the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 28, 2011, which is recorded and of record in **Deed Book 895, Page 633**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Original Declaration**");

**WHEREAS**, the Declarant made and declared the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on April 30, 2012, which is recorded and of record in **Deed Book 903, Page 164**, in the Office of the Daviess County, Kentucky Court Clerk (the "**First Amendment**");

**WHEREAS**, the Declarant made and declared the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 9,

After recording return to:  
1 FOREMAN WATSON LAND TITLE, LLC  
530 FREDERICA STREET  
OWENSBORO, KENTUCKY 42301

2012, which is recorded and of record in **Deed Book 903, Page 622**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Correction to First Amendment**");

**WHEREAS**, the Declarant made and declared the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 23, 2012, which is recorded and of record in **Deed Book 906, Page 522**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Second Amendment**");

**WHEREAS**, the Declarant made and declared the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 27, 2012, which is recorded and of record in **Deed Book 909, Page 413**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Third Amendment**");

**WHEREAS**, the Declarant made and declared the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 19, 2013, which is recorded and of record in **Deed Book 921, Page 656**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Fourth Amendment**");

**WHEREAS**, the Declarant made and declared the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on January 13, 2015, which is recorded and of record in **Deed Book 943, Page 477**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Fifth Amendment**");

**WHEREAS**, this **Sixth Amendment** is necessary and desirable to add **Lot Numbers 197 through 212 of Cobblestone at Deer Valley Subdivision, Section 2 – Unit 1A**, as shown upon the plat of record in **Plat Book 44, Page 67**, in the Office of the Daviess County Clerk, to the covenants, conditions, and restrictions of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment;

**WHEREAS**, the Declarant is still the owner of **Lot Numbers 197 through 212 of Cobblestone at Deer Valley Subdivision, Section 2 – Unit 1A**;

**AND WHEREAS**, the Declarant has the power to make this amendment pursuant to **Article V, Section 6** of the Original Declaration;


**NOW THEREFORE**, in accordance with the foregoing preambles, all of which are hereby incorporated herein by reference thereto, Declarant hereby declares that **Lot Numbers 197 through 212 of Cobblestone at Deer Valley Subdivision, Section 2 – Unit 1A** shall be made a part of and subject to the Original Declaration, the First Amendment, the Correction to First

Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment by reference thereto, and shall be owned, held, used, leased, conveyed, and occupied, subject to the conditions and restrictions set forth in the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment as if they were included in and made a part of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment.

1. **Article II – Section (6)(c)** is hereby amended to include **Lots 205 through 210 of Cobblestone Section 2 – Unit 1A.**
2. **Article III – Section 2(a)** is hereby amended to include the following sentence: The exterior building materials of all structures in Cobblestone at Deer Valley Subdivision shall extend to ground level.
3. **Article III – Section (3)** is hereby amended to include the following:
  - (i) In **Cobblestone Section 2 – Unit 1A**, being composed of lots numbered **197 through 212**, no single-family dwelling shall have a floor area less than 1,500 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a two car attached garage.

IN WITNESS WHEREOF, the Declarant has caused this **Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision** to be executed by its authorized member on May 6, 2015.

Deer Valley Subdivision, LLC

  
By: **J. Scott Jagoe**  
Its: Member

STATE OF KENTUCKY  
COUNTY OF DAVIESS

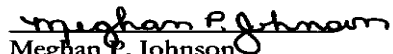
The foregoing **Sixth Amendment** was subscribed, sworn to and acknowledged before me this the 6<sup>th</sup> day of May, 2015, by **J. Scott Jagoe**, as **Member**, of **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, Declarant herein.



Meghan P. Johnson  
Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

Prepared by:

Foreman Watson Holtrey, LLP

  
Meghan P. Johnson  
530 Frederica Street  
Owensboro, Kentucky 42301  
270-689-2412

DOCUMENT NO: 1521781  
RECORDED: May 11, 2015 09:09:08 AM  
TOTAL FEES: \$16.00  
COUNTY CLERK: DAVID OSBORNE  
DEPUTY CLERK: JANET EVANS  
COUNTY: DAVIESS COUNTY  
BOOK: D947 PAGES: 700 - 703

**SEVENTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
DEER VALLEY SUBDIVISION  
DAVISS COUNTY, KENTUCKY**

This **Seventh Amendment** to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision ("**Seventh Amendment**") is made at the direction of and caused to be recorded by **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, (the "**Declarant**"), whose mailing address is 3624 Wathens Crossing, Owensboro, Kentucky 42301, as an amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 28, 2011, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on April 30, 2012, the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 9, 2012, the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 23, 2012, the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 27, 2012, the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 19, 2013, the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on January 13, 2015, and the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 6, 2015.

**WITNESSETH:**

**WHEREAS**, the Declarant made and declared the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 28, 2011, which is recorded and of record in **Deed Book 895, Page 633**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Original Declaration**");

**WHEREAS**, the Declarant made and declared the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on April 30, 2012, which is recorded and of record in **Deed Book 903, Page 164**, in the Office of the Daviess County, Kentucky Court Clerk (the "**First Amendment**");

After recording return to:  
FOREMAN WATSON LAND TITLE, LLC  
530 FREDERICA STREET  
OWENSBORO, KENTUCKY 42301

**WHEREAS**, the Declarant made and declared the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 9, 2012, which is recorded and of record in **Deed Book 903, Page 622**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Correction to First Amendment**");

**WHEREAS**, the Declarant made and declared the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 23, 2012, which is recorded and of record in **Deed Book 906, Page 522**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Second Amendment**");

**WHEREAS**, the Declarant made and declared the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 27, 2012, which is recorded and of record in **Deed Book 909, Page 413**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Third Amendment**");

**WHEREAS**, the Declarant made and declared the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 19, 2013, which is recorded and of record in **Deed Book 921, Page 656**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Fourth Amendment**");

**WHEREAS**, the Declarant made and declared the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on January 13, 2015, which is recorded and of record in **Deed Book 943, Page 477**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Fifth Amendment**");

**WHEREAS**, the Declarant made and declared the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 6, 2015, which is recorded and of record in **Deed Book 947, Page 700**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Sixth Amendment**");

**WHEREAS**, this **Seventh Amendment** is necessary and desirable to add **Lot Numbers 213 through 222, 296 through 311, and 358, of Stonebridge at Deer Valley Subdivision, Section 3 – Unit 1, and Lot Numbers 281 through 295 and 312 through 329, of Blue Stream at Deer Valley Subdivision, Section 3 – Unit 1**, all as shown upon the plat of record in **Plat Book 44, Page 159**, in the Office of the Daviess County Clerk, to the covenants, conditions, and restrictions of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment;



**WHEREAS**, the Declarant is still the owner of **Lot Numbers 213 through 222, 296 through 311, and 358, of Stonebridge at Deer Valley Subdivision, Section 3 – Unit 1, and Lot Numbers 281 through 295 and 312 through 329, of Blue Stream at Deer Valley Subdivision, Section 3 – Unit 1;**

**AND WHEREAS**, the Declarant has the power to make this amendment pursuant to **Article V, Section 6** of the Original Declaration;

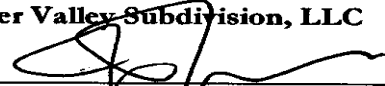
**NOW THEREFORE**, in accordance with the foregoing preambles, all of which are hereby incorporated herein by reference thereto, Declarant hereby declares that **Lot Numbers 213 through 222, 296 through 311, and 358, of Stonebridge at Deer Valley Subdivision, Section 3 – Unit 1, and Lot Numbers 281 through 295 and 312 through 329, of Blue Stream at Deer Valley Subdivision, Section 3 – Unit 1**, shall be made a part of and subject to the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment by reference thereto, and shall be owned, held, used, leased, conveyed, and occupied, subject to the conditions and restrictions set forth in the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment as if they were included in and made a part of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment.

1. **Article III – Section 2(a)** is hereby amended to include the following sentence: The exterior building materials of all structures in Stonebridge and Blue Stream at Deer Valley Subdivision shall extend to a maximum of eight inches above ground level on the front of the structure.
2. **Article III – Section (3)** is hereby amended to include the following:
  - (j) In **Stonebridge Section 3 – Unit 1**, being composed of lots numbered **213 through 222, 296 through 311, and 358**, no single-family dwelling shall have a floor area less than 1,000 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a one car attached garage.
  - (k) In **Blue Stream Section 3 – Unit 1**, being composed of lots numbered **281 through 295 and 312 through 329**, no single-family dwelling shall have a floor area less than 900 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a one car attached garage.

3. **Article IV – Section (2)** is hereby amended to include the Common Areas located at **2690 Dellwood Valley Lane (Common Area No. 8) and 6297 Valley Brook Trace (Common Area No. 9)**. This section is also amended to include the following sentence: The Homeowners' Association will also maintain and keep the circular area of landscape located southwest of Common Area No. 9 on Valley Brook Trace, and the triangular area of landscape to the northwest of Common Area No. 8 at the intersection of Deer Valley Circle and Dellwood Valley Lane.

**IN WITNESS WHEREOF**, the Declarant has caused this **Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision** to be executed by its authorized member on Sept 9th, 2015.

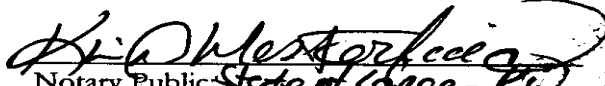
**Deer Valley Subdivision, LLC**

  
By: **J. Scott Jagoe**  
Its: Member

STATE OF KENTUCKY

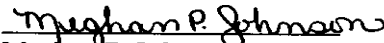
COUNTY OF DAVIESS

The foregoing **Seventh Amendment** was subscribed, sworn to and acknowledged before me this the 9th day of Sept., 2015, by **J. Scott Jagoe**, as **Member**, of **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, Declarant herein.

  
Notary Public: State of Large - KY  
My commission expires: 12/3/2018  
Notary ID: 5029160

Prepared by:

Foreman Watson Holtrey, LLP

  
Meghan P. Johnson  
530 Frederica Street  
Owensboro, Kentucky 42301  
270-689-2412

DOCUMENT NO: 1531971  
RECORDED: September 21, 2015 02:47:00 PM  
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DEPUTY CLERK: SARA NOMERS  
COUNTY: DAVIESS COUNTY  
BOOK: D954 PAGES: 94 - 97

**EIGHTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**DEER VALLEY SUBDIVISION**

**DAVISS COUNTY, KENTUCKY**

This **Eighth Amendment** to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision ("**Eighth Amendment**") is made at the direction of and caused to be recorded by **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, (the "Declarant"), whose mailing address is 3624 Wathens Crossing, Owensboro, Kentucky 42301, as an amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 28, 2011, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on April 30, 2012, the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 9, 2012, the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 23, 2012, the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 27, 2012, the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 19, 2013, the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on January 13, 2015, the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 6, 2015, and the Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 9, 2015.

**WITNESSETH:**

**WHEREAS**, the Declarant made and declared the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 28, 2011, which is recorded and of record in **Deed Book 895, Page 633**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Original Declaration**");

**WHEREAS**, the Declarant made and declared the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on April 30, 2012, which is

**AFTER RECORDING RETURN TO:**  
**FOREMAN WATSON LAND TITLE, LLC.**  
530 FREDERICA ST.  
OWENSBORO, KY 42301  
*Attn: Lauren*

recorded and of record in **Deed Book 903, Page 164**, in the Office of the Daviess County, Kentucky Court Clerk (the "**First Amendment**");

**WHEREAS**, the Declarant made and declared the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 9, 2012, which is recorded and of record in **Deed Book 903, Page 622**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Correction to First Amendment**");

**WHEREAS**, the Declarant made and declared the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 23, 2012, which is recorded and of record in **Deed Book 906, Page 522**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Second Amendment**");

**WHEREAS**, the Declarant made and declared the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 27, 2012, which is recorded and of record in **Deed Book 909, Page 413**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Third Amendment**");

**WHEREAS**, the Declarant made and declared the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 19, 2013, which is recorded and of record in **Deed Book 921, Page 656**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Fourth Amendment**");

**WHEREAS**, the Declarant made and declared the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on January 13, 2015, which is recorded and of record in **Deed Book 943, Page 477**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Fifth Amendment**");

**WHEREAS**, the Declarant made and declared the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 6, 2015, which is recorded and of record in **Deed Book 947, Page 700**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Sixth Amendment**");

**WHEREAS**, the Declarant made and declared the Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 9, 2015, which is recorded and of record in **Deed Book 954, Page 94**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Seventh Amendment**");

WHEREAS, this **Eighth Amendment** is necessary and desirable to add **Lot Numbers 260 through 280 and Lot Numbers 330 through 341 of Blue Stream at Deer Valley Subdivision, Section 3 – Unit 2**, as shown upon the plat of record in **Plat Book 45, Page 209**, in the Office of the Daviess County Clerk, to the covenants, conditions, and restrictions of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and Seventh Amendment;

AND WHEREAS, the Declarant has the power to make this amendment pursuant to **Article V, Section 6** of the Original Declaration;


NOW THEREFORE, in accordance with the foregoing preambles, all of which are hereby incorporated herein by reference thereto, Declarant hereby declares that **Lot Numbers 260 through 280 and Lot Numbers 330 through 341 of Blue Stream at Deer Valley Subdivision, Section 3 – Unit 2**, shall be made a part of and subject to the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment by reference thereto, and shall be owned, held, used, leased, conveyed, and occupied, subject to the conditions and restrictions set forth in the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and the Seventh Amendment as if they were included in and made a part of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment and the Seventh Amendment.

1. **Article III – Section (3)** is hereby amended to include the following:

(k) In **Blue Stream Section 3 – Unit 2**, being composed of lots numbered **260 through 280 and 330 through 341**, no single-family dwelling shall have a floor area less than 900 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a one car attached garage.

IN WITNESS WHEREOF, the Declarant has caused this **Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision** to be executed by its authorized member on March 10, 2017.

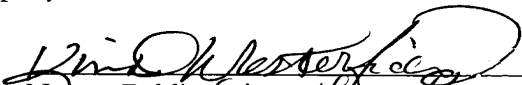
Deer Valley Subdivision, LLC

  
By: **J. Scott Jagoe, member**

STATE OF KENTUCKY

COUNTY OF DAVIESS

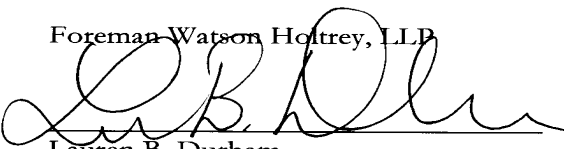
The foregoing **Eighth Amendment** was subscribed, sworn to and acknowledged before me this the 10<sup>th</sup> day of March, 2017, by **J. Scott Jagoe, as Member, of Deer Valley Subdivision, LLC**, a Kentucky limited liability company, Declarant herein.

  
Notary Public: David H. [unclear]  
My commission expires: 11/25/2018  
Notary ID: 502960

Prepared by:

Foreman Watson Holtrey, LLP

*Del To*



Lauren B. Durham  
530 Frederica Street  
Owensboro, Kentucky 42301  
270-689-2412

DOCUMENT NO: 1576486  
RECORDED: March 14, 2017 09:01:00 AM  
TOTAL FEES: \$16.00  
COUNTY CLERK: DAVID "OZ" OSBORNE  
DEPUTY CLERK: AMY FORREST  
COUNTY: DAVIESS COUNTY  
BOOK: D977 PAGES: 375 - 378

**NINTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
DEER VALLEY SUBDIVISION  
DAVIESS COUNTY, KENTUCKY**

This **Ninth Amendment** to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision ("**Ninth Amendment**") is made at the direction of and caused to be recorded by **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, (the "Declarant"), whose mailing address is 3624 Wathens Crossing, Owensboro, Kentucky 42301, as an amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 28, 2011, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on April 30, 2012, the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 9, 2012, the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 23, 2012, the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 27, 2012, the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 19, 2013, the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on January 13, 2015, the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 6, 2015, the Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 9, 2015, and the Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on March 10, 2017.

**WITNESSETH:**

**WHEREAS**, the Declarant made and declared the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 28, 2011, which is recorded and of record in **Deed Book 895, Page 633**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Original Declaration**");

**WHEREAS**, the Declarant made and declared the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on April 30, 2012, which is

**AFTER RECORDING RETURN TO:  
FOREMAN WATSON LAND TITLE, LLC.  
530 FREDERICA ST.  
OWENSBORO, KY 42301  
Attn: Lauren**

recorded and of record in **Deed Book 903, Page 164**, in the Office of the Daviess County, Kentucky Court Clerk (the "**First Amendment**");

**WHEREAS**, the Declarant made and declared the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 9, 2012, which is recorded and of record in **Deed Book 903, Page 622**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Correction to First Amendment**");

**WHEREAS**, the Declarant made and declared the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 23, 2012, which is recorded and of record in **Deed Book 906, Page 522**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Second Amendment**");

**WHEREAS**, the Declarant made and declared the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 27, 2012, which is recorded and of record in **Deed Book 909, Page 413**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Third Amendment**");

**WHEREAS**, the Declarant made and declared the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 19, 2013, which is recorded and of record in **Deed Book 921, Page 656**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Fourth Amendment**");

**WHEREAS**, the Declarant made and declared the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on January 13, 2015, which is recorded and of record in **Deed Book 943, Page 477**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Fifth Amendment**");

**WHEREAS**, the Declarant made and declared the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 6, 2015, which is recorded and of record in **Deed Book 947, Page 700**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Sixth Amendment**");

**WHEREAS**, the Declarant made and declared the Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 9, 2015, which is recorded and of record in **Deed Book 954, Page 94**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Seventh Amendment**");



**WHEREAS**, the Declarant made and declared the Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on March 10, 2017, which is recorded and of record in **Deed Book 977, Page 375**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Eighth Amendment**");

**WHEREAS**, this **Ninth Amendment** is necessary and desirable to add **Lot Numbers 102-111 of Cobblestone at Deer Valley Subdivision, Section 2 - Unit 1B**, as shown upon the plat of record in **Plat Book 46, Page 194**, in the Office of the Daviess County Clerk, and **Lot Numbers 223-227 and 351-357 of Stonebridge at Deer Valley Subdivision, Section 3 - Unit 3**, and **Lot Numbers 251-259, 342-350, and 480 of Blue Stream at Deer Valley Subdivision, Section 3 - Unit 3**, as shown upon the plat of record in **Plat Book 46, Page 193**, in the Office of the Daviess County Clerk, to the covenants, conditions, and restrictions of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, Seventh Amendment, and Eighth Amendment;

**AND WHEREAS**, the Declarant has the power to make this amendment pursuant to **Article V, Section 6** of the Original Declaration;

**NOW THEREFORE**, in accordance with the foregoing preambles, all of which are hereby incorporated herein by reference thereto, Declarant hereby declares that **Lot Numbers 102-111 of Cobblestone at Deer Valley Subdivision, Section 2 - Unit 1B; Lot Numbers 223-227 and 351-357 of Stonebridge at Deer Valley Subdivision, Section 3 - Unit 3; and Lot Numbers 251-259, 342-350, and 480 of Blue Stream at Deer Valley Subdivision, Section 3 - Unit 3**, shall be made a part of and subject to the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, and the Eighth Amendment by reference thereto, and shall be owned, held, used, leased, conveyed, and occupied, subject to the conditions and restrictions set forth in the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, and the Eighth Amendment as if they were included in and made a part of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, and the Eighth Amendment.

1. **Article II – Section (6)(c)** is hereby amended to include **Lot Numbers 106 and 107 of Cobblestone at Deer Valley Subdivision, Section 2 – Unit 1B.**
2. **Article III – Section (3)** is hereby amended to include the following:


(m) In **Cobblestone Section 2 – Unit 1B**, being composed of lots numbered **102 through 111**, no single-family dwelling shall have a floor area less than 1,500 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a two car attached garage.

(n) In **Stonebridge Section 3 – Unit 3**, being composed of lots numbered **223 through 227 and 351 through 357**, no single-family dwelling shall have a floor area less than 1,000 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a one car attached garage.

(o) In **Blue Stream Section 3 – Unit 3**, being composed of lots numbered **251 through 259, 342 through 350, and 480**, no single-family dwelling shall have a floor area less than 900 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a one car attached garage.

**IN WITNESS WHEREOF**, the Declarant has caused this **Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision** to be executed by its authorized member on December 12<sup>th</sup>, 2017.


Deer Valley Subdivision, LLC

  
By: **J. Scott Jagoe, member**

STATE OF KENTUCKY

COUNTY OF DAVIESS

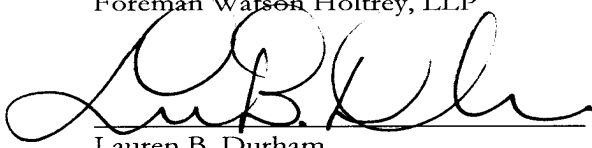
The foregoing **Ninth Amendment** was subscribed, sworn to and acknowledged before me this the 12<sup>th</sup> day of December, 2017, by **J. Scott Jagoe**, as **Member**, of **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, Declarant herein.

  
Notary Public: State at Large - KY  
My commission expires: 11-4-18  
Notary ID: \_\_\_\_\_



Prepared by:

Foreman Watson Holtrey, LLP



Lauren B. Durham  
530 Frederica Street  
Owensboro, Kentucky 42301  
270-689-2412

DOCUMENT NO: 1621266  
RECORDED: December 15, 2017 12:03:00 PM  
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DEPUTY CLERK: AMY FORREST  
COUNTY: DAVIESS COUNTY  
BOOK: D989 PAGES: 617 - 621

**TENTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**DEER VALLEY SUBDIVISION**

**DAVISS COUNTY, KENTUCKY**

This **Tenth Amendment** to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision ("**Tenth Amendment**") is made at the direction of and caused to be recorded by **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, (the "Declarant"), whose mailing address is 3624 Wathens Crossing, Owensboro, Kentucky 42301, as an amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 28, 2011, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on April 30, 2012, the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 9, 2012, the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 23, 2012, the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 27, 2012, the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 19, 2013, the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on January 13, 2015, the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 6, 2015, the Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 9, 2015, the Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on March 10, 2017, and the Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on December 12, 2017.

**WITNESSETH:**

**WHEREAS**, the Declarant made and declared the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 28, 2011, which is recorded and of record in **Deed Book 895, Page 633**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Original Declaration**");

After recording return to:  
FOREMAN WATSON AND TITLE, LLC  
530 FEDERICA STREET  
OWENSBORO, KENTUCKY 42301

**WHEREAS**, the Declarant made and declared the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on April 30, 2012, which is recorded and of record in **Deed Book 903, Page 164**, in the Office of the Daviess County, Kentucky Court Clerk (the "**First Amendment**");

**WHEREAS**, the Declarant made and declared the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 9, 2012, which is recorded and of record in **Deed Book 903, Page 622**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Correction to First Amendment**");

**WHEREAS**, the Declarant made and declared the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 23, 2012, which is recorded and of record in **Deed Book 906, Page 522**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Second Amendment**");

**WHEREAS**, the Declarant made and declared the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 27, 2012, which is recorded and of record in **Deed Book 909, Page 413**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Third Amendment**");

**WHEREAS**, the Declarant made and declared the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 19, 2013, which is recorded and of record in **Deed Book 921, Page 656**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Fourth Amendment**");

**WHEREAS**, the Declarant made and declared the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on January 13, 2015, which is recorded and of record in **Deed Book 943, Page 477**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Fifth Amendment**");

**WHEREAS**, the Declarant made and declared the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 6, 2015, which is recorded and of record in **Deed Book 947, Page 700**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Sixth Amendment**");

**WHEREAS**, the Declarant made and declared the Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 9, 2015, which is recorded and of record in **Deed Book 954, Page 94**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Seventh Amendment**");

**WHEREAS**, the Declarant made and declared the Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on March 10, 2017, which is recorded and of record in **Deed Book 977, Page 375**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Eighth Amendment**");

**WHEREAS**, the Declarant made and declared the Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on December 12, 2017, which is recorded and of record in **Deed Book 989, Page 617**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Ninth Amendment**");

**WHEREAS**, this **Tenth Amendment** is necessary and desirable to add **Lot Numbers 367-370, 380-393, 395-402, and 425 of Timberlake at Deer Valley Subdivision, Section 4 - Unit 1**, and **Lot Numbers 403-424 of the Bluffs at Deer Valley Subdivision, Section 4 - Unit 1**, as shown upon the plat of record in **Plat Book 40, Page 43**, in the Office of the Daviess County Clerk, and **Lot Numbers 469-479 and 481-498 of Cherry Blossom at Deer Valley Subdivision, Section 4 - Unit 2**, as shown upon the plat of record in **Plat Book 40, Page 44**, in the Office of the Daviess County Clerk, to the covenants, conditions, and restrictions of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment and the Ninth Amendment;

**AND WHEREAS**, the Declarant has the power to make this amendment pursuant to **Article V, Section 6** of the Original Declaration;

**NOW THEREFORE**, in accordance with the foregoing preambles, all of which are hereby incorporated herein by reference thereto, Declarant hereby declares that **Lot Numbers 367-370, 380-393, 395-402, and 425 of Timberlake at Deer Valley Subdivision, Section 4 - Unit 1; Lot Numbers 403-424 of the Bluffs at Deer Valley Subdivision, Section 4 - Unit 1; and Lot Numbers 469-479 and 481-498 of Cherry Blossom at Deer Valley Subdivision, Section 4 - Unit 2**, shall be made a part of and subject to the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, and the Ninth Amendment by reference thereto, and shall be owned, held, used, leased, conveyed, and occupied, subject to the conditions and restrictions set forth in the Original Declaration, the First Amendment,

the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, and the Ninth Amendment as if they were included in and made a part of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, and the Ninth Amendment, subject to the following amendments:

1. **Article III – Section (2)(a)** is hereby amended to include the following sentence:

The exterior building material of all structures in Timberlake at Deer Valley, Section 4 - Unit 1, The Bluffs at Deer Valley, Section 4 – Unit 1, and Cherry Blossom at Deer Valley, Section 4 – Unit 2 shall extend to a maximum of eight inches above ground level on the front of the structure.

2. **Article III – Section (3)** is hereby amended to include the following:

(q) In **Timberlake at Deer Valley, Section 4 – Unit 1**, being composed of lots **367-670, 380-393, 395-402, and 425**, no single-family dwelling shall have a floor area less than 1,500 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a two-car attached garage.

(r) In **The Bluffs at Deer Valley, Section 4 – Unit 1**, being composed of lots **403-424**, no single-family dwelling shall have a floor area less than 1,000 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a one-car attached garage.

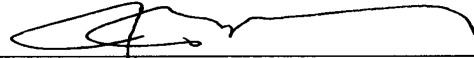
(s) In **Cherry Blossom at Deer Valley, Section 4 – Unit 2**, being composed of lots **469-479 and 481-498**, no single-family dwelling shall have a floor area less than 900 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a one-car attached garage.

3. **Article IV – Section (2)** is hereby amended to include **Common Area 10, containing 1.352 acres and Common Area 11, containing 4.241 acres**, as shown on plat of record in Plat Book **40**, Page **43**, in the Office of the Daviess County Clerk. The following sentence shall also be included: The Homeowners' Association is responsible for maintaining both Common Area 10 and Common Area 11.

The Original Declaration, including all amendments and corrections thereto, shall remain in full force and effect, subject to the amendments set forth herein.

IN WITNESS WHEREOF, the Declarant has caused this Tenth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision to be executed by its authorized member on June 27, 2019.

Deer Valley Subdivision, LLC



By: J. Scott Jagoe, member

STATE OF KENTUCKY

COUNTY OF DAVIESS

The foregoing Tenth Amendment was subscribed, sworn to and acknowledged before me this the 27 day of June, 2019, by J. Scott Jagoe, as Member, of Deer Valley Subdivision, LLC, a Kentucky limited liability company, Declarant herein.



*Christine E. Chinn*  
Notary Public: Kentucky State at Large  
My commission expires: 06/29/2019  
Notary ID: 535272

Prepared by:

Foreman Watson Holtrey, LLP



Lauren B. Durham  
530 Frederica Street  
Owensboro, Kentucky 42301  
270-689-2412

DOCUMENT NO: 1695225  
RECORDED: June 28, 2019 10:00:00 AM  
TOTAL FEES: \$23.00  
COUNTY CLERK: LESLIE A MCCARTY  
DEPUTY CLERK: AMY FORREST  
COUNTY: DAVIESS COUNTY  
BOOK: D1014 PAGES: 386 - 390



**ELEVENTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**DEER VALLEY SUBDIVISION  
DAVISS COUNTY, KENTUCKY**

DOCUMENT NO: 1727388  
RECORDED: January 21, 2020 03:43:00 PM  
TOTAL FEES: \$50.00  
COUNTY CLERK: LESLIE A MCCARTY  
DEPUTY CLERK: ANDREA GRIFFIN  
COUNTY: DAVIESS COUNTY  
BOOK: D1023 PAGES: 720 - 724

This **Eleventh Amendment** to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision ("**Eleventh Amendment**") is made at the direction of and caused to be recorded by **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, (the "**Declarant**"), whose mailing address is 3624 Wathens Crossing, Owensboro, Kentucky 42301, as an amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 28, 2011, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on April 30, 2012, the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 9, 2012, the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 23, 2012, the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 27, 2012, the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 19, 2013, the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on January 13, 2015, the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 6, 2015, the Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 9, 2015, the Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on March 10, 2017, the Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on December 12, 2017, and the Tenth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on June 27, 2019.

**WITNESSETH:**

**WHEREAS**, the Declarant made and declared the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 28, 2011, which is recorded and of record in

After recording return to:  
FOREMAN WATSON LAND TITLE, LLC  
530 FREDERICA STREET  
OWENSBORO, KENTUCKY 42301

**Deed Book 895, Page 633**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Original Declaration**");

**WHEREAS**, the Declarant made and declared the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on April 30, 2012, which is recorded and of record in **Deed Book 903, Page 164**, in the Office of the Daviess County, Kentucky Court Clerk (the "**First Amendment**");

**WHEREAS**, the Declarant made and declared the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 9, 2012, which is recorded and of record in **Deed Book 903, Page 622**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Correction to First Amendment**");

**WHEREAS**, the Declarant made and declared the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 23, 2012, which is recorded and of record in **Deed Book 906, Page 522**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Second Amendment**");

**WHEREAS**, the Declarant made and declared the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 27, 2012, which is recorded and of record in **Deed Book 909, Page 413**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Third Amendment**");

**WHEREAS**, the Declarant made and declared the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 19, 2013, which is recorded and of record in **Deed Book 921, Page 656**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Fourth Amendment**");

**WHEREAS**, the Declarant made and declared the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on January 13, 2015, which is recorded and of record in **Deed Book 943, Page 477**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Fifth Amendment**");

**WHEREAS**, the Declarant made and declared the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 6, 2015, which is recorded and of record in **Deed Book 947, Page 700**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Sixth Amendment**");

**WHEREAS**, the Declarant made and declared the Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 9, 2015, which

is recorded and of record in **Deed Book 954, Page 94**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Seventh Amendment**");

**WHEREAS**, the Declarant made and declared the Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on March 10, 2017, which is recorded and of record in **Deed Book 977, Page 375**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Eighth Amendment**");

**WHEREAS**, the Declarant made and declared the Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on December 12, 2017, which is recorded and of record in **Deed Book 989, Page 617**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Ninth Amendment**");

**WHEREAS**, the Declarant made and declared the Tenth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on June 27, 2019, which is recorded and of record in **Deed Book 1014, Page 386**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Tenth Amendment**");

**WHEREAS**, this **Eleventh Amendment** is necessary and desirable to add **Lot Numbers 468-499 of Cherry Blossom at Deer Valley Subdivision, Section 4 – Unit 3**, as shown upon the plat of record in **Plat Book 49, Page 4**, in the Office of the Daviess County Clerk, to the covenants, conditions, and restrictions of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and the Tenth Amendment;

**WHEREAS**, the Developer is the owner of **Lot Numbers 468-499 of Cherry Blossom at Deer Valley Subdivision, Section 4 – Unit 3**;

**AND WHEREAS**, the Declarant has the power to make this amendment pursuant to **Article V, Section 6** of the Original Declaration;

**NOW THEREFORE**, in accordance with the foregoing preambles, all of which are hereby incorporated herein by reference thereto, Declarant hereby declares that **Lot Numbers 468-499 of Cherry Blossom at Deer Valley Subdivision, Section 4 – Unit 3**, shall be made a part of and subject to the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and the Tenth Amendment by reference thereto, and shall be owned, held, used, leased, conveyed, and

occupied, subject to the conditions and restrictions set forth in the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and the Tenth Amendment as if they were included in and made a part of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and Tenth Amendment, subject to the following amendments:

1. **Article III – Section (2)(a)** is hereby amended to include the following sentence:

The exterior building material of all structures in Cherry Blossom at Deer Valley, Section 4 – Unit 3 shall extend to a maximum of eight inches above ground level on the front of the structure.

2. **Article III – Section (3)** is hereby amended to include the following:

(t) In **Cherry Blossom at Deer Valley, Section 4 – Unit 3**, being composed of Lots 468-499, no single-family dwelling shall have a floor area less than 900 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a one-car attached garage.

The Original Declaration, including all amendments and corrections thereto, shall remain in full force and effect, subject to the amendments set forth herein.

IN WITNESS WHEREOF, the Declarant has caused this **Eleventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision** to be executed by its authorized member on JANUARY 13, 2020.

Deer Valley Subdivision, LLC

  
By: J. Scott Jagoe, member

STATE OF KENTUCKY

COUNTY OF DAVIESS

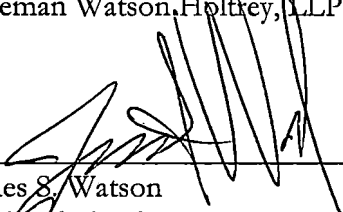
The foregoing **Eleventh Amendment** was subscribed, sworn to and acknowledged before me this the 13<sup>th</sup> day of January, 2020, by **J. Scott Jagoe**, as **Member**, of **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, Declarant herein.



Christine E. Johnson  
Notary Public: State at Large, KY  
My commission expires: 06/29/2023  
Notary ID: 623976

Prepared by:

Foreman Watson, Holtrey, LLP

  
James S. Watson  
530 Frederica Street  
Owensboro, Kentucky 42301  
270-689-2412

DOCUMENT NO: 1727388  
RECORDED: January 21, 2020 03:43:00 PM  
TOTAL FEES: \$50.00  
COUNTY CLERK: LESLIE A MCCARTY  
DEPUTY CLERK: ANDREA GRIFFIN  
COUNTY: DAVIESS COUNTY  
BOOK: D1023 PAGES: 720 - 724

DOCUMENT NO: 1756821  
RECORDED: August 03, 2020 09:05:00 AM  
TOTAL FEES: \$46.00  
COUNTY CLERK: LESLIE A MCCARTY  
DEPUTY CLERK: ANDREA GRIFFIN  
COUNTY: DAVIESS COUNTY  
BOOK: D1031 PAGES: 786 - 790

**CORRECTED ELEVENTH AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**DEER VALLEY SUBDIVISION**

**DAVISS COUNTY, KENTUCKY**

This **Eleventh Amendment** to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision ("**Eleventh Amendment**") is made at the direction of and caused to be recorded by **Deer Valley Subdivision, LLC**, a Kentucky limited liability company, (the "**Declarant**"), whose mailing address is 3624 Wathens Crossing, Owensboro, Kentucky 42301, as an amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 28, 2011, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on April 30, 2012, the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 9, 2012, the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 23, 2012, the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 27, 2012, the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on July 19, 2013, the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on January 13, 2015, the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on May 6, 2015, the Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on September 9, 2015, the Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on March 10, 2017, the Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley

After recording return to:  
FOREMAN WATSON LAND TITLE, LLC  
530 FREDERICA STREET  
OWENSBORO, KENTUCKY 42301

Subdivision executed on December 12, 2017, and the Tenth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision executed on June 27, 2019.

**WITNESSETH:**

**WHEREAS**, the Declarant made and declared the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 28, 2011, which is recorded and of record in **Deed Book 895, Page 633**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Original Declaration**");

**WHEREAS**, the Declarant made and declared the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on April 30, 2012, which is recorded and of record in **Deed Book 903, Page 164**, in the Office of the Daviess County, Kentucky Court Clerk (the "**First Amendment**");

**WHEREAS**, the Declarant made and declared the Correction to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 9, 2012, which is recorded and of record in **Deed Book 903, Page 622**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Correction to First Amendment**");

**WHEREAS**, the Declarant made and declared the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 23, 2012, which is recorded and of record in **Deed Book 906, Page 522**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Second Amendment**");

**WHEREAS**, the Declarant made and declared the Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 27, 2012, which is recorded and of record in **Deed Book 909, Page 413**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Third Amendment**");

**WHEREAS**, the Declarant made and declared the Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on July 19, 2013, which is recorded and of record in **Deed Book 921, Page 656**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Fourth Amendment**");

**WHEREAS**, the Declarant made and declared the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on January 13, 2015, which is recorded and of record in **Deed Book 943, Page 477**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Fifth Amendment**");

**WHEREAS**, the Declarant made and declared the Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on May 6, 2015, which is recorded and of record in **Deed Book 947, Page 700**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Sixth Amendment**");

**WHEREAS**, the Declarant made and declared the Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on September 9, 2015, which is recorded and of record in **Deed Book 954, Page 94**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Seventh Amendment**");

**WHEREAS**, the Declarant made and declared the Eighth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on March 10, 2017, which is recorded and of record in **Deed Book 977, Page 375**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Eighth Amendment**");

**WHEREAS**, the Declarant made and declared the Ninth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on December 12, 2017, which is recorded and of record in **Deed Book 989, Page 617**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Ninth Amendment**");

**WHEREAS**, the Declarant made and declared the Tenth Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision on June 27, 2019, which is recorded and of record in **Deed Book 1014, Page 386**, in the Office of the Daviess County, Kentucky Court Clerk (the "**Tenth Amendment**");

**WHEREAS**, this **Eleventh Amendment** is necessary and desirable to add **Lot Numbers 453-468, inclusive, and Lot Numbers 499-503, inclusive, of Cherry Blossom at Deer Valley Subdivision, Section 4 – Unit 3**, as shown upon the plat of record in **Plat Book 49, Page 4**, in the Office of the Daviess County Clerk, to the covenants, conditions, and restrictions of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and the Tenth Amendment;

**WHEREAS**, the Developer is the owner of **Lot Numbers 453-468, inclusive, and Lot Numbers 499-503, inclusive, of Cherry Blossom at Deer Valley Subdivision, Section 4 – Unit 3**;

**AND WHEREAS**, the Declarant has the power to make this amendment pursuant to **Article V, Section 6** of the Original Declaration;



**NOW THEREFORE**, in accordance with the foregoing preambles, all of which are hereby incorporated herein by reference thereto, Declarant hereby declares that **Lot Numbers 453-468, inclusive, and Lot Numbers 499-503, inclusive, of Cherry Blossom at Deer Valley Subdivision, Section 4 – Unit 3**, shall be made a part of and subject to the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and the Tenth Amendment by reference thereto, and shall be owned, held, used, leased, conveyed, and occupied, subject to the conditions and restrictions set forth in the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and the Tenth Amendment as if they were included in and made a part of the Original Declaration, the First Amendment, the Correction to First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, and Tenth Amendment, subject to the following amendments:

1. **Article III – Section (2)(a)** is hereby amended to include the following sentence:

The exterior building material of all structures in Cherry Blossom at Deer Valley, Section 4 – Unit 3 shall extend to a maximum of eight inches above ground level on the front of the structure.


2. **Article III – Section (3)** is hereby amended to include the following:

(t) In **Cherry Blossom at Deer Valley, Section 4 – Unit 3**, being composed of **Lot Numbers 453-468, inclusive, and Lot Numbers 499-503, inclusive**, no single-family dwelling shall have a floor area less than 900 square feet, including covered porches and covered patios attached to the dwelling. Such minimums shall be exclusive of attached garages. All dwellings shall contain at least a one-car attached garage.

The Original Declaration, including all amendments and corrections thereto, shall remain in full force and effect, subject to the amendments set forth herein.

IN WITNESS WHEREOF, the Declarant has caused this Eleventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Deer Valley Subdivision to be executed by its authorized member on January 13, 2020.

Deer Valley Subdivision, LLC

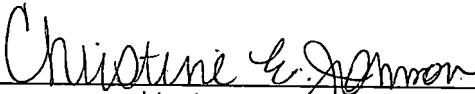
  
By: J. Scott Jagoe, member

STATE OF KENTUCKY

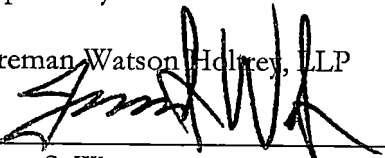
COUNTY OF DAVIESS

The foregoing Eleventh Amendment was subscribed, sworn to and acknowledged before me this the 28<sup>th</sup> day of July, 2020, by J. Scott Jagoe, as Member, of Deer Valley Subdivision, LLC, a Kentucky limited liability company, Declarant herein.



  
Notary Public: Kentucky / State at Large  
My commission expires: 06/29/2023  
Notary ID: 623976

Prepared by:

Foreman Watson Hedrey, LLP  


James S. Watson  
530 Frederica Street  
Owensboro, Kentucky 42301  
270-689-2412

DOCUMENT NO: 1756821  
RECORDED: August 03, 2020 09:05:00 AM  
TOTAL FEES: \$46.00  
COUNTY CLERK: LESLIE A MCCARTY  
DEPUTY CLERK: ANDREA GRIFFIN  
COUNTY: DAVIESS COUNTY  
BOOK: D1031 PAGES: 786 - 790