

**TENTH AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HARVEST HILL SUBDIVISION**

This Tenth Amended Declaration of Covenants, Conditions and Restrictions for Harvest Hill Subdivision is made and entered into this _____ day of _____, 2015 by **Harvest Hill Homeowners Association, Inc. a Kentucky Corporation**, its successors and assigns (hereinafter referred to as the "Association") and:

W I T N E S S E T H:

Whereas, the developer previously established Covenants, Conditions, and Restrictions for **Harvest Hill Subdivision**, which are recorded in the **Deed Book 390, Page 258** of the Kenton County Clerk's records at Independence, Kentucky; and

Whereas, the Association desires to amend said Declaration of Covenant, Conditions and Restrictions; and

Whereas, the membership properly voted on and approved the Amendment as recorded in the June 28, 2015 Membership Meeting Minutes;

Now, Therefore, the Declaration of Covenants, Conditions and Restrictions for **Harvest Hill Subdivision** are hereby amended as follows:

Article VII, Section 1 – Prohibited Uses and Nuisances – All Living Units and Lots.,

Paragraph (D) Trash and garbage containers shall not be in view on any homeowner's property when being viewed from the street (the view from the street is considered the street that the front door is facing). Trash and garbage containers cannot be stored on the sides of the homeowner's property. For corner lots, when the trash/garbage containers are being stored in the rear of the property, they must be stored farthest from the intersection of both streets. Violations of this policy will result in possible fines under the noncompliance policy.

And Further,

Article VII, Section 1 – Prohibited Uses and Nuisances – All living Units and Lots.,

Paragraph (M) The front of each new home must be landscaped within three months of the date of closing. If landscaping is not completed within that time, the Developer or his assignee may contract, in the homeowners name, for the lot to be landscaped, at the homeowners expense. Upkeep of property – the height of the grass on each lot must be maintained at a reasonable height – this includes the front, back and sides of the property. Reasonable height is considered eight (8) inches or less – if the height exceeds eight inches and the homeowner

does not respond to the noncompliance policy the board has the right to have the grass maintained and to pass on any costs for maintaining the grass, fines for noncompliance and reasonable court and attorney fees to the homeowner. Homeowners can apply for a waiver and approval will be based on the discretion of the Board of Directors.

And Further,

Article VII, Section 4 – Developer’s Reservation of Entry Rights.,

Section 4 changed to new Section 5.

And Further,

Article VII, Section 5 – Declarant’s and Association’s Right to Grant Easements.,

Section 5 changed to new Section 6.

And Further,

Insert New Article VII, Section 4 – Right of the Association to Levy Reasonable Fines (Noncompliance Policy)

Article VII, Section 4 – Right of the Association to Levy Reasonable Fines (Noncompliance Policy)

The Association may, in the interest of the general welfare of all of the Owners, and after appropriate notice has been given to the Owner, levy a fine against the Owner for violations of any of the Covenants, Conditions and Restrictions and/or Bylaws of the Association. The Fine may be reported as a lien and is otherwise enforceable as an assessment lien and maybe handled as set forth in the Covenants, Conditions and Restrictions; Article V, Section 8 – Nonpayment of Assessment.

The following provides the action that will be taken when an Owner fails to comply with the Covenants, Conditions and Restrictions and/or Bylaws of the Association.

FIRST OFFENSE

- The Association will send an initial violation to the Owner via certified mail. The notice will allow 20 days to correct the described violation and advise the Owner that a \$50 fine will be imposed if the violation is not corrected within the 20 day time period.
- If the violation is not corrected within the 20 days after initial notification, a second certified letter will be sent to the Owner advising that the violation has not been corrected. The letter will allow an additional 20 days to correct the described violation. If the Owners fail to correct the violation within the second 20 day period, a second \$50 fine will be imposed.
- If the Owner still has not corrected the violation after the second 20 day period has expired, the Board of Directors reserves the right to take legal action against the Owner. This includes considering each subsequent day as a separate violation.

SUBSEQUENT OFFENSE(S) FOR THE SAME VIOLATION

- The Association will send a certified letter to the Owner advising them that the same violation has occurred again, the notice will give the Owner 20 days to correct the described violation. If the violation is not corrected within the 20 day time period, a \$100 fine will be assessed against the Owner.
- If the Owner still has not corrected the violation after the 20 day period has expired, the Board of Directors reserves the right to take legal action against the Owner. This includes considering each subsequent day as a separate violation.

PROCEDURES FOR APPEAL

- In the event an Owner wishes to appeal the decision, the following procedure must be followed. The Owner must request a hearing by the Board of Directors within 10 days of the receipt of the FIRST correspondence concerning the violation. Pending a final decision on a timely request for review, and while the rule violation is under review, no further penalties will accrue.
- The Board of Directors will then schedule a hearing at the earliest mutually agreeable date and time (not to exceed 30 days from receipt for a hearing). Following the hearing the Board will review the pertinent facts and arrive at a final ruling. Within 10 days of the hearing, this ruling will then be submitted, in writing, to the person who requested the hearing. In the event these guidelines are unclear or ambiguous, the Covenants, Conditions and Restrictions, By-laws and/or applicable ordinances shall be controlling.

IN WITNESS WHEREOF, the Association has caused the Declaration to be executed on this _____ day of _____, 2015.

HARVEST HILL HOMEOWNERS

ASSOCIATION, INC, a Kentucky

Corporation,

BY: _____ .

COMMONWEALTH OF KENTUCKY)

)SS

COUNTY OF KENTON)

THE FOREGOING INSTRUMENT was acknowledged before me, a Notary Public, by HARVEST HILL HOMEOWNERS ASSOCIATION, INC., a Kentucky Corporation, by and through Paul Bray, its President, this day of _____, 2015.

NOTARY PUBLIC

COMM EXPIRES: _____.

THIS INSTRUMENT PREPARED BY:

MARK BLANCHET

SECRETARY, HARVEST HILL HOMEOWNERS ASSOCIATION

PO BOX 193 INDEPENDENCE, KY 41051 (859) 392-0244