

**RESTATED
REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THOMPSON HILLS ESTATES**

The undersigned, Patrick L. and Marlene L. Thompson, husband & wife, the Seller and Phillip and Lori Kohn, husband and wife, the Owners of Lot 21C (both the Seller and the Owners of Lot 21C are hereinafter called "DECLARANTS"), do this 12 day of

June 2015; adopt the following **RESTATED REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS** for the THOMPSON HILLS ESTATES.

A. WITNESSETH: The undersigned Patrick L. and Marlene L. Thompson are the Sellers, of the Thompson Hills Estates and are the owners of Lots 1C, 2C, 3C, 4C, 5C, 6C, 7C, 8C, 9C, 10C & 11C of the Restated Record Plat of Thompson Hills Estates by Harmed Auctioneers, LLC. recorded in Plat Cabinet 7 Slide 318 in the Meade County Clerk's Office. Patrick L. & Marlene L. Thompson acquired their interest in the property by deed of record in DB 253, P 159, DB 308, P 67, DB 312 P 60, DB 363, P 222, DB 423, P 159 & DB 498, P 357 all of record in the Office of the Clerk of Meade County, Kentucky. Lot 21C Owners own fee simple title in and to a certain tract of land which Lot is identified as Lot 21C of the Restated Record Plat of Thompson Hills Estates by Harmed Auctioneers, LLC. recorded in Plat Cabinet 7 Slide 318 in the Meade County Clerk's Office the same being all of the property acquired by Lot 21C Owners by virtue of the Deed of record in DB 535, P 607 and by Deed of record in DB 621, P 333 both of record in the Office of the Clerk of Meade County, Kentucky. Declarants do hereby adopt the following **RESTATED REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS**, which shall apply to all of the Lots as shown on the plat styled Restated Record Plat of Thompson Hills Estates by Harmed Auctioneers, LLC. (Lots 1C, 2C, 3C, 4C, 5C, 6C, 7C, 8C, 9C, 10C, 11C & 21C) recorded in Plat Cabinet 7 Slide 318 in the Meade County Clerk's Office. The Declarants do hereby establish a general plan for use, occupancy and enjoyment of said estate, and further declare that for the mutual benefit of its present and future owners, all Lots therein shall be subject to the **RESTATED REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS** provided below.

B. The undersigned, Patrick L. and Marlene L. Thompson, husband and wife previously recorded Declarations of Regulations, Covenants, Conditions and Restrictions to Thompson Hills Estates which can be found in Miscellaneous Book 7, Page 592 and previously recorded First Amended and Restated Declarations of Regulations, Covenants, Conditions and Restrictions to Thompson Hills Estates which can be found in Miscellaneous Book 14, Page 85 which are both recorded in the office of the Clerk of Meade County, Kentucky (hereinafter referred to as "Previous Restrictions") which they desire to declare void and replace their terms with the terms of this Agreement.

1. The Previous Restrictions are hereby declared null and void and shall be replaced with the terms of this agreement.
2. Declarants, to provide for an orderly development of the 59.432 acre property, do by note(s), written legend or other designation on the development plat recorded in Plat

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- Cabinet 7 Slide 318 in the Meade County Clerk's Office, provide for public utility easements, for land use, building restriction, and building setback.
3. No junk, no junk vehicles, or waste other than agricultural in nature, shall be allowed upon the Lots.
 4. No noxious or offensive trade or activity shall be carried on upon the real estate nor shall anything be done thereon which may become an annoyance of the neighborhood. No swine shall be allowed on the Lots.
 5. The real estate shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage or other waste shall not be kept except in sanitary containers. Equipment used for the storage or disposal of such matter shall be kept in a clean and sanitary conditions.
 6. An individual sewage disposal system shall be located and constructed on each Lot in accordance with the requirements, standards and recommendations of the Meade County Health Department. Approval of such systems, as installed, shall be obtained from such authority.
 7. It is understood and agreed that a Buyer shall install a driveway on their respective property, and that a proper culvert must be constructed. Minimum size for said culvert shall be 15 inches in diameter by 20 feet long.
 8. There shall be no open unattended fires permitted on any Lot.
 9. The discharging of firearms from any Lot of Thompson Hills Estates is hereby forbidden.
 10. Building restrictions: Only stick built residential dwellings, all having concrete or block foundations and a living area of 1100 square feet or greater, are permitted on these Lots. Singlewide mobile homes, doublewide mobile homes, and modular homes are prohibited.
 11. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument is signed by a majority of the then owners of the Lots having been recorded, agreeing to change said covenants in whole or in part.
 12. Invalidation of any one of the covenants shall in no way affect any of the other provisions herein which shall remain in full force and effect. The RESTATED REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS herein contained shall run with the land and shall be binding on all owners, their heirs, executors, administrators and assigns. Enforcement shall be by proceedings at law or in equity against persons violating or attempting to violate any RESTATED REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS, either to restrain and violation or to recover damages for the violation.

In TESTIMONY WHEREOF witness the hands of the parties hereto this day and year first herein written.


Patrick L. Thompson, Declarant

Philip Kohn - Declarant


Marlene L. Thompson, Declarant


Lori Kohn - Declarant

SOLD!
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State of Kentucky

County of Nelson

I, Debra Benson, a Notary Public, in and for the state and county aforesaid do hereby certify that on this date the foregoing instrument was produced before me and was signed, subscribed, sworn, acknowledged, and delivered by Patrick L. Thompson, to be his lawful act and deed for the purposes there stated.

WITNESS my hand this 29th day of May 2015.

My Commission expires: 6-10-2018.

Debra Benson

Notary Public, State at Large

State of Kentucky

County of Nelson

I, Debra Benson, a Notary Public, in and for the state and county aforesaid do hereby certify that on this date the foregoing instrument was produced before me and was signed, subscribed, sworn, acknowledged, and delivered by Marlene L. Thompson, to be her lawful act and deed for the purposes there stated.

WITNESS my hand this 29th day of May 2015.

My Commission expires: 6-10-2018.

Debra Benson

Notary Public, State at Large



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State of Kentucky
County of Harold

I, Philip B. Shuman a Notary Public, in and for the state and county aforesaid do hereby certify that on this date the foregoing instrument was produced before me and was signed, subscribed, sworn, acknowledged, and delivered by Philip Kohn, to be his lawful act and deed for the purposes there stated.

WITNESS my hand this 9 day of June 2015.
My Commission expires: 9-21-2016
Philip B. Shuman
Notary Public, State at Large

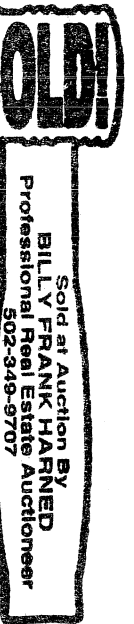
State of Kentucky
County of Harold

I, Philip B. Shuman a Notary Public, in and for the state and county aforesaid do hereby certify that on this date the foregoing instrument was produced before me and was signed, subscribed, sworn, acknowledged, and delivered by Lori Kohn, to be her lawful act and deed for the purposes there stated.

WITNESS my hand this 9 day of June 2015.
My Commission expires: 9-21-2016
Philip B. Shuman
Notary Public, State at Large

This instrument was prepared by John S. Kelley, Jr., Attorney at Law, 3208 Kings Court, Bardstow, KY 40004.

John S. Kelley, Jr.



5/28/15
DOCUMENT NO: 214787
RECORDED: June 10, 2015 04:08:00 PM
TOTAL FEES: \$16.00
COUNTY CLERK: JUDY R JORDAN
DEPUTY CLERK: SHELIA
COUNTY: MEADE COUNTY
BOOK: MC14 PAGE: 687 - 690