AFTER RECORDING, RETURN TO: Blue Jay Land, LLC., 2335 Buttermilk Crossing, Suite 326, Crescent Springs, KY 41017

FIRST AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

MARTINS CREEK

Dated September 30, 2026

WHEREAS, **Martins Creek, LLC, a Kentucky Limited Liability Company** (the "Developer"), is the owner and developer of **Martin Creek Farms** subdivision (the "Development") of the Deeds: Deed Book 354, Page 206-209, Deed Book 354, Page 678-681, and Deed Book 352, Page 246-251, all recorded in Clay County, Kentucky;

WHEREAS, said Development is being developed on a plan, varying in details, according to the location and conditions of several and individual lots as set out on the plat recorded in Plat Book 3, Page 32 of the Clay County, Kentucky Clerk's records and according to the needs of the Development as a whole;

WHEREAS, these Protective Covenants and Restrictions are intended to make the Development desirable and attractive and best suited for a small farm, get-a-ways, and recreational activities;

WHEREAS, the Developer executed a Declaration of Protective Covenants and Restrictions for Martins Creek dated May 8, 2026, and recorded May 8, 2026, in Deed Book 355, Pages 493-495, in the Clay County, Kentucky Clerk's records (the "Original Declaration"), and the Developer desires to amend the Original Declaration to increase the number of dogs permitted on a lot and to restate the Original Declaration in its entirety as so amended; and

NOW, THEREFORE, **Martins Creek, LLC, a Kentucky Limited Liability Company**, does hereby amend and restate the Original Declaration in its entirety and does hereby establish the following Protective Covenants and Restrictions, which shall run with the land and be a charge thereon, against the present owners, their heirs, successors and assigns forever, and all future owners thereof.

1. Storage of Junk or Abandoned Vehicles. The open storage of rubbish, salvage materials, junk or miscellaneous refuse on any portion of any lot is strictly prohibited. The burying or dumping of garbage, junk, trash, oil, other liquid or solid waste, petroleum or littering of any kind is strictly prohibited. The open storage of more than two (2) vehicles which are abandoned, nonfunctional, in a state of disrepair, or lacking a valid license on any portion of any lot is strictly prohibited.

2. Conventional Stick-Built and Modular Dwellings. All stick-built and modular dwellings constructed on any lot shall have the necessary permits and governmental agency approvals prior to occupancy.

3. Mobile Homes and "Tiny" Homes. No lot (whether an original or re-subdivided lot) shall have more than two (2) of any combination of the following: (a) a single wide mobile home, (b) a double wide mobile home or (c) a residential structure containing less than 1,000 square feet of livable floor space (a "tiny" home). A mobile home placed on a lot must be on a permanent foundation or have skirting in place. All mobile homes and tiny homes shall have the necessary permits and governmental agency approvals required prior to occupancy.

4. Recreational Vehicles. Two (2), but no more than two (2), recreational vehicles ("RVs") or campers shall be permitted on any portion of any lot (whether an original or re-subdivided lot). RVs and campers shall only be occupied by the lot owner and the lot owners' guests and invitees, and use of any RV or camper for commercial purposes, including as a short-term rental, is strictly prohibited.

5. Dogs. No owner or occupant of any lot shall keep, harbor, or permit more than four (4) dogs on any lot at any time.

6. Most Restrictive Covenant or Law Governs. When any other ordinance, rule, code, or permit regulation imposes a greater restriction upon the buildings, structures, or premises, uses, or setback guidelines than the provisions of these Protective Covenants and Restrictions, then the provisions of said ordinance, rule, code, or permit regulation shall govern. Conversely, when these Protective Covenants and Restrictions impose a greater restriction upon the buildings, structures, or premises, uses, or setback guidelines than any other ordinance, rule, code, or permit regulation, then these Protective Covenants and Restrictions shall govern.

7. Enforcement. Means of enforcement of these restrictions shall include, but not be limited to, injunctive procedures. Failure to enforce any covenant shall not be construed as a waiver thereof. Invalidation of any one (1) or more of these covenants shall have no effect on the other covenants and provisions contained herein. The foregoing restrictions may be enforced by the following: Any owner of any interest in any part of the above-described property, any heir, executor, administrator or assign of any such person, or Developer, or its successors in interest or assigns.

8. Effect of Amendment and Restatement. This Amended and Restated Declaration amends, restates, supersedes and replaces the Original Declaration in its entirety, effective upon its recording in the Clay County, Kentucky Clerk's records. Every lot in the Development, and every present and future owner, lessee and occupant thereof, shall be bound by this Amended and Restated Declaration and not by the Original Declaration. Any reference in any deed, lease, lease with option to purchase, or other instrument to the Original Declaration shall be deemed a reference to this Amended and Restated Declaration.

IN WITNESS WHEREOF, **MARTINS CREEK, LLC, a Kentucky Limited Liability Company**, by and through **JAY SCHELL**, its Manager, hereby sets its hand, this ____ day of _____, 2026.

MARTINS CREEK, LLC,
A Kentucky Limited Liability Company

By: _____
Jay Q. Schell
Its Manager

COMMONWEALTH OF KENTUCKY

COUNTY OF _____

The foregoing instrument was acknowledged before me, a Notary Public, by Martins Creek, LLC, a Kentucky Limited Liability Company, by and through Jay Schell, its Manager, this ____ day of _____, 20____.

_____
Notary Public
Print Name:

_____

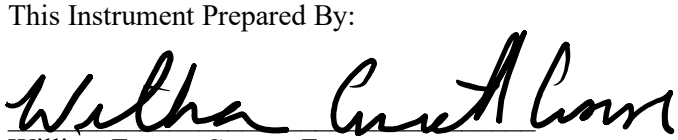
Commission Expires:

_____

Notary ID Number:

_____

This Instrument Prepared By:



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