

*Return
Joe Washburn
M. H. H.*

27204

DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS

This DECLARATION made on the date hereinafter set forth by Kenneth E. and Donna H. Stout, hereinafter referred to as "DECLARANT."

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in Bullitt County, Kentucky, known as Twelve Oaks, a plat of which is recorded in Plat ^{CABINET} Book 1, ~~Page~~ ^{Slide} 696, in the office of the Clerk of the Bullitt County Court.

Being part of the same land conveyed to Kenneth E. Stout and Donna H. Stout, by deed dated May 4, 1988 recorded in Deed Book 305, Page 94, in the office of the Clerk of the Bullitt County Court.

AND WHEREAS, Declarant will convey the said properties, subject to certain protective regulations, covenants, conditions, restrictions and reservations as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following restrictions, regulations, covenants and conditions all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real estate. These covenants, restrictions, regulations and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties, or any part thereof, and shall inure to the benefit of each owner thereof.

RESTRICTIONS

The grantor (subdivider) intending to establish a general plan for the use occupancy and enjoyment of said subdivision hereby declares that for the mutual benefit of its present and future owners, all lots therein shall be subject to the following restrictions.

1. Primary Use Restrictions.

No Lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any Lot except one single family dwelling designed for the occupancy of one family and not to exceed two and one-half stories in height and containing a private garage for the sole use of the owner and occupants of the Lot. However, notwithstanding the foregoing, the owner of the Lot on which a single family dwelling has been or is being constructed may also construct on that same Lot a pool-house or storage structure (not to exceed 15% of house floor area), provided the Developer or such entity, person or association to whom it may assign such right has expressly, in it's sole discretion, approved in writing the design, use, location and materials of such structure. No log homes, underground or burm homes will be allowed.

FOR ~~AMENDMENT~~ Amendment
of Declaration of Regulations, Covenants, Conditions
and Restrictions
SEE DEED BOOK 324 PAGE 262

NINA MOCKEY, BULLITT COUNTY CLERK
BY: N. Hewitt D.C.

For assignment
SEE DEED BOOK 324 PAGE 258
NINA MOCKEY, BULLITT COUNTY CLERK

2. Subdivision of lots; Easements, Extensions and Approval of Construction and Landscape Plans.

Lots may not be further subdivided.

No easements or utility services including water, sewer, electric or roadway services shall be extended unless approved by the Developer or Residence Association.

No structure may be erected, placed or altered on any Lot until the construction plans and building specifications and a plan showing the (a) location of improvements on the Lot; (b) the grade elevation (including rear, front and side elevations); (c) the type of exterior material (including delivery of a sample thereof); and (d) the location and size of the driveway (which shall be asphalt or concrete), shall have been approved in writing by the Developer.

In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing, such plan shall show trees, shrubs and other plantings.

References to "Developer" in this paragraph shall include any entity, person or association to whom Developer may assign the right of approval. References to "structure" in this paragraph shall include any buildings (including an attached garage), fence, wall, antennas (except for standard small television antennas) and microwave and other receivers and transmitters (including those currently called "satellite dishes").

3. Building Materials; Roof; Builder.

(a) The exterior building material of all structures (including storage buildings or pool house) shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same. However, Developer recognizes that the appearance of other exterior building materials (such as wood or vinyl siding) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials.

(b) The roof pitch of any residential structure shall not be less than 6 inches vertical for every 12 inches horizontal for structures with more than one story, and 7 inches vertical for every 12 inches horizontal for one story structures.

4. Garages.

The openings or doors for vehicular entrances to any garage located on a Lot shall not face the front lot line (or side lot line, should the garage be built to the road side on any corner lot). All Lots shall have at least an attached above ground two car garage unless otherwise approved in writing by Developer or any person or association to whom it may assign such right. Garages, as structures, are subject to prior plan approval under Section 2 hereof, and must be of same design and exterior as residence. All garages must be attached to house or roof of existing structure.

5. Setbacks.

No structure shall be located on any Lot nearer to the front lot line or side street line than the minimum building setback lines shown on the recorded plat of Twelve Oaks, except bay windows and steps may project into said areas, and open porches may project into said areas not more than six feet. Developer may vary the established building lines, in it's sold discretion, where not in conflict with applicable zoning regulations. All buildings must be at least 65' in length along the front setback lines and may include the garage and roofed breezeway.

6. Minimum Floor Areas.

(a) The total above ground floor area of each residential structure erected or placed on Lots 1, 2, 3, 4, 5, 11, 12, 13, 16, 17, 21, 22, 26, 34, 35, 36, 37, 38A, 38, 39, 40, 41, 42, 43, 44, 47, 48, 49, 50 and 51, shall not be less than 2,600 square feet.

(b) The total above ground floor area of each residential structure erected or place on Lots 6, 10, 14, 15, 18, 19, 20, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 45, 46, 52, 53 and 54, shall not be less than 2,300 square feet.

(c) The total above ground floor area of each residential structure erected or placed on Lots 7, 8, and 9, shall not be less than 2,000 square feet.

(d) Finished basement areas, garages, attics, and open or closed porches shall not be included in computing the total floor area of any residential structure.

1. One story - as required above.
2. Two story - at least 50% on first floor as required above.
3. Bi-level and Tri-level - only areas above ground level (as defined above) can be considered for square footage. (Partial levels below ground will not count as square footage requirement.)
4. Cape Cod - areas on second floor can be included if completely finished (including mechanicals) and has knee walls at least five foot high at all wall locations.

7. Nuisance.

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.

8. Use of Other Structure and Vehicles.

(a) No structure of a temporary character shall be permitted on any Lot, except temporary tool sheds or field offices used by a builder or Developer, which shall be removed when construction or development is completed.

(b) No outbuilding, trailer, basement, 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) No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle or boat shall be parked or kept on any Lot at any time, unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any Lot (except in the garage) or on any street in the Subdivision. No trailer, boat, truck, or other vehicle, except an automobile, shall be parked on any street in the Subdivision for a period in excess of twenty-four hours in any one calendar year.

(d) No vehicle shall be continuously or habitually parked on any street or public right-of-way.

9. Animals.

No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except dogs, cats or other household pets (meaning domestic pets traditionally recognized as household pets in this geographic area) may be kept, bred or maintained for any commercial or breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the Lot occupied by the owner of such pet. No fences or kennels are to be built for confining such animals.

10. Landscaping; Sidewalks; Driveways; Trees.

(a) After the construction of a residence, the Lot owner shall grade and seed or sod that portion of the Lot between the front and street side walls of the residence and the pavement of any abutting street. The remaining lot areas must be seeded or sod within three months of completion of house. No hedge shall be placed or planted on any Lot unless its design and placement or planting are approved in writing by Developer or by an entity, person or association to whom it may assign the right.

(b) Each lot owner shall cause a sidewalk to be constructed on each Lot within three months from the date of the completion of their house. At such time as 80% of the Lots in this Section, whether or not the lot owner has begun construction on the particular Lot he has purchased, a sidewalk will be installed by all property owners, including the remaining Lots to be sold.

(c) Each lot owner shall concrete or asphalt the driveway within three months after completion of a single family dwelling; provided, however, that portion of the driveway from the pavement of any abutting street through the sidewalk shall be concrete.

(d) Upon construction of a residence, the owner shall cause to be planted a three inch tree in the front yard of his Lot. No tree shall be removed from any Lot without the prior written approval of the Developer or any entity, person or association to whom it may assign such right.

in order to provide uniformity.

12. Clothes Lines; Fences; Walls; and Certain Pools.

(a) No outside clothes lines shall be erected or placed on any Lot.

(b) No fence or wall of any nature may be erected toward the front or street side property line beyond the front or side wall of the residence on that Lot. No fence of any nature may be erected on any Lot, except a fence surround of an in-ground swimming pool.

(c) No tennis court fence shall be erected on any Lot in the Subdivision unless the fence is coated with green or black vinyl.

(d) All fencing and walls for fencing must be approved by Developer.

(e) No above ground swimming pools shall be erected or placed on any Lot, unless it's design and placement are approved in writing by Developer or by any entity, person or association to whom it may assign the right.

13. Duty to Maintain Lot.

(a) From and after the date of purchase of a Lot until construction of a single family residence is started, Developer shall have the exclusive 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 of each year at the rate of \$10.00 per month for the first three years following the date the lot owner acquires title to the Lot; thereafter, each lot owner shall be assessed an annual fee equal to Developer's actual cost of such maintenance, including overhead and supervision costs, until construction of a single family residence is started on such Lot.

(b) From and after the date of construction of a single family residence on a Lot is started, it shall be the duty of each lot owner to keep the grass on the Lot property cut, 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 Developer, or any entity, person or association to whom it may assign the right, may take such action as it seems appropriate, including mowing, in order to make the Lot neat and attractive. The owner shall immediately upon demand, reimburse Developer or other performing party for al

expenses incurred in so doing, together with interest thereon at five percent (5%) in excess of the Federal Discount Rate at the time such expenses are incurred, and the Developer or such other entity, person or association to whom it may assign such right, 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 first mortgage (but not to any other mortgage) thereon.

14. Business; Home Occupations.

No trade or business of any kind (and no practice of medicine, dentistry, chiropractic and like endeavors) shall be conducted on any Lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Notwithstanding the provisions hereof or of Paragraph 1, a house may be used by a Builder thereof as a model home for display or for the builder's own office, provided said use terminates within eighteen months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by Developer or any entity, person or association to whom it may assign such right.

15. Signs.

No sign for advertising or for any other purposes shall be displayed on any Lot or a building or a structure on any Lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; provided, however, Developer shall have the right (1) to erect larger signs when advertising the Subdivision; (2) to place signs on Lots designating the lot number of the Lots; and (3) following the sale of a Lot, to place signs on such Lot indicating the name of the purchaser of that Lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

16. Drainage.

Drainage of each Lot shall conform to the general drainage plans for Developer for the Subdivision. No storm drains, roof downspouts or ground water shall be introduced into the sanitary sewage system. Connection on each Lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

17. Disposal of Trash.

No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers.

18. Restrictions Run With Land.

Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with land and shall be binding on all parties claiming an interest in any of the land. Those restrictions, except those in Paragraph 1 hereof, which cannot be changed without the consent of his heirs, successors and assigns, may be cancelled,

altered or amended by (1) the Developer, acting alone, or (2) by the affirmative action of the owners of 75% of all Lots in all sections of Twelve Oaks at any time after control of the "Association" (as defined in Paragraph 21 below) has been transferred from the Developer to the lot owners. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

19. Enforcement.

Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any owner of real property of Twelve Oaks, by the Association formed under Paragraph 21 below, or by Developer itself, against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages.

20. Invalidation.

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

21. Residents; Maintenance Association; Assessments.

(a) The Articles of Incorporation of Twelve Oaks RESIDENTS ASSOCIATION, INC. ("Association"), which may be amended from time to time, dated _____, are recorded in Book _____, Page _____, in the office of the Clerk of Bullitt County, Kentucky. Every owner of a Lot in this section of Twelve Oaks (and such other sections which Developer may be future deed, restrictions so provide) shall be a member of the Association, and, by acceptance of a deed for any Lot, agrees to accept membership in, and does thereby become a member of, the Association. Such owner and member shall abide by the Association's bylaws, rules and regulations, shall pay the assessments provided for when due, and shall comply with decisions of the Association's Board of Directors.

(b) The objects and purposes of the Association shall be as set forth in it's Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of it's members, and shall include, unless such obligations are otherwise assumed by any municipal or governmental agency having jurisdiction thereof, the maintenance and repair of the streets, common areas, crosswalks, stormdrains, basins, lakes and entrances as shown on the plats of the Subdivision, and acceptance of common area for purposes of operation, maintenance and repair.

(c) Any assessment levied by the Association shall be used only for purposes generally benefitting the Association, and shall constitute a lien upon the Lot and shall be enforceable against the real estate by foreclosure or otherwise.