

Pickel
K.O. Dent

TWELVE OAKS DEVELOPEMENT CORPORATION

Section IV

DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS

34941

This DECLARATION made on the date hereinafter set forth by **TWELVE OAKS DEVELOPEMENT CORPORATION**, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in Bullitt County, Kentucky, known as **Twelve Oaks Subdivision, Section IV**, a plat of which is recorded in Plat Cabinet 2, Slide 265 in the office of the Clerk of the Bullitt County Court.

Being part of the same land conveyed to Twelve Oaks Development Corporation by Deed recorded in Deed Book 320, Page 142 and Deed of Correction recorded in Deed Book 332, Page 144, in the office of the Clerk of the Bullitt County Court and by Dorman Ballard Hardy, etc., by Deed dated August 21, 1989, recorded in Deed Book 320, Page 257, also in the office of the Clerk of the Bullitt County Court.

AND WHEREAS, the 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 **DECLARANT** (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 its sole discretion, approved in writing the design, use, location and materials of such structure. No log homes, underground or berm homes will be allowed.

MAILS TO PREPARE

DEED OF RELEASE

THIS DEED OF RELEASE, made and entered into this 5 day of February, 1998, by and between BANK ONE KENTUCKY, NA (successor in interest to Liberty National Bank and Trust Company of Kentucky, Liberty National Bank and Trust Company of Louisville, Liberty National Bank of Lexington, Bank of Lexington & Trust Company, Inc., Liberty National Bank of Jessamine, Bank of Jessamine, Inc., United Kentucky Bank, Inc., Louisville Trust Bank Inc., The Louisville Trust Company, Liberty National Bank of Owensboro, Citizens State Bank, Liberty National Bank and Trust Company of Central Kentucky, Liberty National Bank and Trust Company of Hardin County, Hardin County Bank and Trust, Inc., Farmers Deposit Bank of Brandenburg, The Bank of Elizabethtown, Inc., Bank of North Hardin, Inc., Liberty National Bank of Shelbyville, and Bank of Shelbyville), Bank One, Western, Kentucky, NA, Liberty National Bank and Trust Company of Western Kentucky, Liberty National Bank of Madisonville, The Kentucky Bank and Trust Company and First Federal Savings Bank), a national banking association, Party of the First Part, and MICHAEL L HAMMEL AND DELORIS J HAMMEL, Party of the Second Part.

34940

WITNESSETH:

That for a valuable consideration paid, the receipt of which is hereby acknowledged, the Party of the First does hereby release unto the Party of the Second Part the mortgage in its favor dated 7/28/97, and recorded in Mortgage Book 397, Page 420, in the Office of the Clerk of the County Court of ~~JEFFERSON~~ Bullitt County, Kentucky.

BULLITT

IN TESTIMONY WHEREOF, witness the signature of the Party of the First Part on the date first above written

BANK ONE, KENTUCKY, NA

BY: *Cheryl DeGeorge*
CHERYL DEGEORGE

TITLE: VICE PRESIDENT

(COMMONWEALTH OF KENTUCKY)
(COUNTY OF JEFFERSON)

The foregoing Deed of Release was acknowledged before me this 5 day of February, 1998, by CHERYL DEGEORGE as VICE PRESIDENT of Bank One, Kentucky, NA, a national banking association, on behalf of the association.

[Signature]

NOTARY PUBLIC

My Commission expires:

My commission expires May 6, 2001

This instrument prepared by:

Mark H. Edwards

Mark H. Edwards
P.O. Box 32500
Louisville, KY 40232

OFFICIAL SEAL
CHRISTOPHER KAPPESSER
NOTARY PUBLIC - KENTUCKY
STATE-AT-LARGE

My Comm. Expires
98 MAR -4 AM 9:20
DEED TAX
LOTTED AND RECORDED THIS
COUNTY CLERK
Browder, D.C.

FEE PD. ST. _____ CLK. 900

THIS INSTRUMENT PREPARED BY:

Attorney at Law
P.O. Box 32500
Louisville, Kentucky 40232

BOOK 0453 PAGE 341

2. **Subdivision of Lots: Easements, Extensions and Approval of Construction and Landscape Plans.**

Lots may not be further subdivided.

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

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 or 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 the paragraph shall include any entity, person or association to whom Developer may assign the right of approval. Any assignment will be in writing. References to "structure" in this paragraph shall include any buildings (including an attached garage), fence, wall, antennae, and microwave and other receivers and transmitters (including those currently called "satellite dishes"). Any approval of satellite dishes, will require construction so as not to be seen from the street.

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 innovation, 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. A 5 inch vertical for every 12 inch horizontal pitch may be granted on a rear roof section (2nd story only) of the house (i.e.: cape cod style) with Developer's written approval. Front and rear porch pitches may be reduced subject to style of house with developer's written approval. (i.e.: wrap around style houses)

(c) No wooden or prefab flue, chimney or chase is to be constructed. The exterior of all chimneys shall be brick or of the same material as a majority of the house exterior product.

4. **Garages.**

The openings or door 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 of any corner lot). All lots shall have at least a two (2) car attached 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 the same design and exterior as residence. All garages must be attached to house or roof of existing structure, and if located below ground or in the basement of the house then, in that event, said house must comply with the length requirements set forth in paragraph five (5) hereinafter exclusive of the garage.

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. Developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations. All buildings must be at least 65 feet in length along the front setback lines and may include the garage.

6. **Minimum Floor Areas.**

(a) The total above ground floor area of each residential structure erected or placed on Lots 142 through 182 shall not be less than 2,300 square feet.

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

(1) One story - as required above

(2) Two story - at least 50% on first floor as required above (see paragraph 5)

(3) Cape Cod - areas on second floor can be included if completely finished (including mechanicals) and has knee walls at least five feet 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. Dogs, cats or other household pets (meaning domestic pets traditionally recognized as household pets in this geographic area) may be kept, bred or maintained but not for any commercial purpose nor solely for 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 sodded 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 on or before completion of their house. At such time as 90% 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 after completion of the 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 completion of the 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.

(e) Upon an owner's failure to comply with the provision of this Paragraph 10, Developer or an entity, person or association to whom it may assign the right, may take such action as necessary to cause compliance therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with interest thereon at six percent (6%) 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 file 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.

11. Mail and Paper Boxes.

All mail boxes and paper boxes shall be supplied by the Developer at cost 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 on any lot, except a fence around an in-ground swimming pool or tennis court.

(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 its design and placement are approved in writing by Developer or by an entity, person or association to whom it may assign the right.

(f) No unsightly window treatment shall be seen from the outside from any street. All windows shall receive window treatments so as not to be unsightly from any street.

13. Duty to Maintain Lot.

(a) From and after the date of construction of 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, the 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 all expenses incurred in so doing, together with interest thereon at six percent (6%) in excess of the Federal Discount Rate at the time such expenses are incurred, and the Developer or other such 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.

(b) From and after the date of purchase of a lot until construction of a single family residence is started, Developer may perform all mowing if not done by the owner. Each owner will pay an annual fee payable in July of each year at the rate of \$15.00 per month.

14. Business; Home Occupations.

No trade or business of any kind (including the 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 new house may be used by a builder thereof as a model home for display or for the builder's own office, provided said use is terminated 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 of 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. A builder may erect a construction sign (only during construction) of no more than 20 square feet and must be removed when owner moves in.

16. Drainage.

Drainage of each lot shall conform to the general drainage plans of Developer for the Subdivision. No storm drains, roof down spouts or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements. Each lot owner shall maintain and/or construct swales between all adjoining lots if needed or required by developer.

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 the land and shall be binding on all parties claiming an interest in any of the land. PROVIDED, HOWEVER, DECLARANT specifically waives the right to amend paragraphs number one (1) and six (6) of the Declarations without the expressed written consent of the association or all other lot owners in the Subdivision. Except as herein provided, these restrictions may be cancelled, altered or amended by (1) the Developer, acting alone; or (2) by the affirmative action of the owners of 74% 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 enforcement 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 judgment 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 the third day of November, 1988, are recorded in Book 6, Page 491, 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) Developer shall have a representative on the Board with full rights and power as all Directors.

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

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

(e) The initial assessment in favor of the Association hereunder shall be no higher than \$12.50 per month per lot beginning October 1, 1994. After January 1, 1995, the Board of Directors may, from time to time, increase or decrease the assessment. The Board of Directors of the Association shall determine the amount of and fix the due date of each assessment. Non-payment will result in late payment penalties as assessed by the Board of Directors.

(f) Notwithstanding anything to the contrary contained in this Declaration, neither the Declarant nor the Developer (nor any builder who has purchased his or its lot from the Developer, so long as such builder owns such lot and no one lives in the residence constructed on such lot) shall be liable for or pay any assessments to the Association with respect to any lots as to which they, or it, hold title.

22. Amendments to Articles and Bylaws.

Nothing in this Declaration of Restrictions shall limit the right of the Association to amend, from time to time, its Articles of Incorporation and Bylaws.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 3RD day of MARCH, 1998.

TWELVE OAKS DEVELOPEMENT CORPORATION

By: Kenneth E. Stout, Pres.
Kenneth E. Stout, President

STATE OF KENTUCKY
COUNTY OF BULLITT

I, THE UNDERSIGNED Notary Public, for and in the County and State aforesaid hereby certify that the foregoing instrument was produced before me in said County and State acknowledged by TWELVE OAKS DEVELOPEMENT CORPORATION by Kenneth E. Stout as its President, party thereto, to be his true act and deed and the true act and deed of said Corporation.

Witness my hand this 3rd day of March, 1998.

Karen E. Moore
NOTARY PUBLIC, KENTUCKY STATE AT LARGE
My commission expires: 8.23.99

Instrument drafted by:

Jennifer E. Porter
JENNIFER E. PORTER
PORTER & ASSOCIATES
Attorney at Law
162 S. Buckman Street
P O Box 159
Shepherdsville, KY 40165

BY Bowling D.C.
REC'D BY
BULLITT COUNTY CLERK
98 MAR -4 AM 9:26
DEED TAX
LOGGED AND RECORDED THIS
FEE PD. ST. 300 CLR 170