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34.

DECLARATION OF RESTRICTIVE COVENANTS  
MAGNOLIA POINTE SUBDIVISION, PHASE 1

14<sup>th</sup> THIS DECLARATION OF RESTRICTIVE COVENANTS is made and entered into this day of April, 2018, by **Magnolia Development LLC**, a Kentucky limited liability company, of 138 N. Keeneland Drive Suite E, Richmond, Madison County, Kentucky 40475;

WHEREAS, the undersigned, Magnolia Development LLC, a Kentucky limited liability company, (hereafter "the Developer") is the owner of a certain tract of land situated in Madison County, Kentucky, which land is described as Magnolia Pointe Subdivision, Phase 1, comprised of Lots Numbers 1 through 33, and 122-123, inclusive, and more particularly described in the Final Plat of Magnolia Pointe Subdivision, Phase 1, recorded in Plat Cabinet 28, Slide 43, in the office of the Madison County Clerk; and

WHEREAS, the undersigned desires to impose upon said Magnolia Subdivision, Phase 1, and each and every lot in Phase 1 of Magnolia Pointe Subdivision described in Plat Cabinet 28, Slide 43, restrictive covenants for the mutual protection of all persons or entities who may hereafter acquire such lots in said subdivision;

NOW, THEREFORE, these protective and restrictive covenants ("restrictions") are hereby executed and recorded for the mutual protection of all persons or entities who shall hereafter own lots in said subdivision known as Magnolia Pointe Subdivision, Phase 1, as shown in Plat Cabinet 28, Slide 43, and said lots (Lots 1 through 33, and 122 through 123, inclusive) are expressly declared to be and are hereby made subject to the following restrictions and provisions as fully as if this instrument was incorporated in each deed of conveyance for said lots, whether referred to in said deeds or not, which restrictions and covenants shall run with the land and be binding on all owners of said lots, their heirs, personal representatives, successors and assigns, to wit:

All lots in Magnolia Pointe Subdivision, Phase 1 are sold subject to the following restrictions and conditions which shall be considered as covenants running with the land:

1. Architectural Merit and Purpose of Restrictions: It is the intention of these restrictions that only residences of architectural merit, good design, and suitable material shall be erected in Magnolia Pointe Subdivision, Phase 1, for the preservation of all property values.
2. Homeowners Association: Developer, at its sole discretion, may establish a homeowners' association ("Homeowners' Association," "HOA" or "Association"), namely Magnolia Pointe Homeowners Association, Inc., a Kentucky non-profit corporation, or other suitable name selected by the Developer, the Articles of Incorporation of which will be recorded in the office of the Madison County Clerk.

The owner of each lot in Magnolia Pointe Subdivision, Phase 1 shall be a member of said Homeowners' Association, and membership in said association shall be mandatory for the owner of each such lot. All such owners and members shall be required to abide by the Association's articles, bylaws, rules and regulations, to pay all assessments and membership

dues levied by the Association when due. The purposes of said Association shall be as set forth in its Articles of Incorporation and shall include the maintenance, repair and installation of any common areas, common landscaping and entrances, and enforcement of these restrictions and all else deemed within the bounds of the HOA's guidelines or the Board of Directors

Any assessments levied by the Association shall be used only for purposes generally benefiting the Association and its members, and the Association shall have the right to impose a lien on any lot for which any assessments are not timely paid, which lien shall be evidenced by a lien statement to be recorded by the Association in such form as it may elect which shall be enforceable by way of foreclosure. Nothing herein shall create any lien on any lot in said subdivision, and the Association shall acquire a lien on any such lot only after recording a notice of said lien in the office of the Madison County Clerk.

Developer, or its successor, shall adopt or select the original Articles of Incorporation, Bylaws, Board of Directors and Officers for the Association. Each lot owner of any lot conveyed by the Developer shall be required to pay to the Association annual assessment in such amount established by the Association, subject to Bylaws and rules of the Association regarding such assessments, including specific rules defining the effective date for such assessments and the manner of allocation of assessments against multiple lot owners.

The Developer, Magnolia Development LLC., or its affiliate, or its successor in development, shall not be required to pay any assessments or dues to the Association despite ownership of any lots in this subdivision.

3. Approval of Construction and Site Location Plans: All house plans and plans for any other improvements, including without limit any outbuildings, detached garages, swimming pools, and excavation, must include a specific depiction of the proposed location on said lot of the house and all improvements, and must be approved in writing by the Developer or its successor prior to commencement of any and all construction, including excavation. One (1) complete set of such plans and specifications for improvements on each lot shall be delivered to and retained by the Developer or its successor. Construction plans shall include front, side, and rear views or as requested by the Developer or its successor, and shall also include specific depictions of the proposed locations of all improvements to be made. The plans and specifications shall include all details of construction, materials and styles of materials. All required approval or rejection shall be made by the Developer or its successor or HOA at the time designated by the Developer in writing within twenty (20) days after receipt of the plans and other required information.
4. Single Family Residence Only: These lots shall be used for single family residential purposes only and no commercial, professional, trade or business activities shall be permitted on any lot.
5. Maintenance of Lot: All lots shall be kept clean and the grass mowed at all times prior to commencement of construction and after occupancy of the home. The Developer, or its

successor, or the Association may have any offending lot mowed or cleared and collect the cost of such, plus 50%, from the lot owner.

It shall be the responsibility of any lot owner, except the developer, bordering / adjoining any trail to maintain all grass up to the centerline of the trail at yard height of no more than 4" tall. It shall be the responsibility of any lot owner, except the developer, bordering or adjoining a retention basin or retention pond or other bodies of water within the development to maintain all grass at yard height of no more than 4" tall to the water's edge or within the basin itself by mowing or weed eating. This action of maintaining grass around the retention edge shall be the bordering / adjoining lot owner's responsibility whether or not the lot boundary touches in the basin or water's edge or a trail is between the basin or water's edge and the property owner's boundary. Failure of the bordering / adjoining lot owner to maintain grass as described or within the basin itself if so needed will result in the Developer, or its successor, or the Association having the aforementioned area mowed or cleared and collect per occurrence the cost of such, plus 50%, from the lot owner. No lot owner of a vacant lot or owners of adjoining lots to vacant lots may deposit trash, dirt, yard refuse, construction material or any form of debris or material that would affect the appearance or impair the process of mowing and maintaining said lot. If such event does occur and lot owner will not remove said materials the Developer or its successor may remove said material collect the cost of such, plus 50%, from the lot owner.

6. Minimum Square Footage: All residences shall be single family structures only and shall be either one story, one and one-half story, or two story single family structures and shall contain a minimum living area (as calculated by ANSI Standard square footage-method of calculation) exclusive of porches, basements (whether finished or not), attics, carports and garages as follows:

(Lots 1-33 and 122-123):

- a. 1,100 square feet for one story structures.
- b. 1,300 square feet for one and one-half story structures.
- c. 1,450 square feet for two story structures.

Split Foyer or Multi-level entrance designs are subject to approval by the Developer or its successor and shall be in the Developer or its successor's sole discretion whether to approve or not to approve such floor plan designs

All home plans and specifications must be approved in writing by the Developer or its successor before commencement of construction including excavation. Regardless of square footage, the Developer or its successor shall have the right in its sole discretion to approve or not to approve any plans and specifications for homes or buildings which are deemed by it as suitable or unsuitable to the overall development plan.

7. Improvements: No appurtenance, improvement or other permanent structure shall be constructed or placed on any lot without prior written approval from the Developer or its

successor. Such permanent structures include, but are not limited to, pools, fences, gazebos, storage facilities, detached garage, etc. The following shall apply to all improvements constructed upon any lot in the subdivision:

- a. All residences must have a minimum one car garage attached or a two car built-in to the main dwelling; provided, that Lots 1, 2, 8, 33, 122 and 123 must have a two car attached garage.
- b. All driveways and parking areas shall be constructed of concrete or bituminous asphalt and completed before occupancy of residence.
- c. No continuous overnight parking is allowed on the streets of the subdivision. All homes must have adequate off street parking.
- d. Construction of the residence must be completed within twelve (12) months of commencement of construction.
- e. Occupancy of a residence under construction before total completion of construction is prohibited.
- f. Every house must have a continuous masonry or poured cement foundation and poured cement footer.
- g. Every house must have a central heating and air conditioning system and no window or through the wall heating or air conditioning units shall be allowed.
- h. The outside of any house, garage or outbuilding etc. constructed in Magnolia Pointe Subdivision, Phase 1 shall be brick veneer, natural stone, cultured stone (all materials must be approved in writing by the Developer or its successor with submission of plans per paragraph 3), vinyl siding or "Hardy Plank" siding. All homes constructed within the subdivision shall be encased in brick from the point of where vinyl siding (or wall coverings) ends to grade ("Brick to Grade" or "Brick Skirt"). The rear of each home is not required to be Brick to Grade but the chosen wall covering to extend to grade with the minimal exposure of the foundation. The aforementioned wall coverings shall be permitted in combination with brick or stone, with the Developer or its successor approving in writing per plan approval process of paragraph 3 prior to commencement of construction including excavation.

Materials prohibited on the exterior include, without limitation, exposed concrete block (with the exception of the rear per the aforementioned paragraph) including retaining walls (provided that retaining walls may be constructed of decorative engineered retaining wall block), siding composed of fibers or asphalt, tar paper siding, asphalt or asbestos cement shingles, or any plywood or wood composite material. The Developer or its successor shall retain the right in its sole discretion to approve in writing use of any modern materials which would otherwise be prohibited by this restriction if it determines that the use of said

material would be suitable and consistent with the overall development plan of the subdivision.

i. All dwelling fronts must be properly landscaped, and proportionately installed across the entire front of the home, with a combination of shrubs and / or trees. The yard area must be completely sodded or seeded and strawed as well as landscaped within 90 days after completion of construction. All yards shall be maintained in a mowed, clean and neat condition at all times. If a yard is not maintained, the Developer, its successor or the Association shall have the right to take action to maintain the yard and to collect the cost of doing so, plus 50%, from the owner of the offending lot.

j. All unattached garages, outbuildings or any other structures shall be located to the rear of the principal dwelling. The rear meaning: no closer to the street than the rear corner of the house, which, with regard to houses on corner lots, shall mean no closer to the street than the side rear corners of the house or in any other location which in the discretion of the Developer or its successor impairs the aesthetics and design of the subdivision. All unattached garages, outbuildings or any other structure shall be constructed of the same materials and in the same architectural style as the main dwelling, and must be approved in writing by the Developer or its successor before commencement of any construction including excavation per paragraph 3.

8. Set Back Building Lines: Front, side and rear setback building lines are hereby established as shown on the plat as established by the applicable zoning and subdivision control ordinances.
9. Sidewalks: Each lot owner in Magnolia Pointe Subdivision, Phase 1, other than the Developer or its successor, shall be responsible for constructing and maintaining a concrete sidewalk four inches thick by four feet in width for the entire street frontage of the lot. Sidewalks shall be constructed in accordance with all applicable building codes, laws, and regulations, including without limitation the Americans with Disabilities Act, as amended, and shall be located at a distance from the curb as shown on the plat. Each sidewalk shall be placed in a manner so as to be compatible with existing curbs and driveways, and shall be compatible and uniform with adjoining sidewalks. In the event construction of a residence is not commenced within 12 months after conveyance of a lot by the Developer or its successor, the owner of such lot shall then install the sidewalk on said lot. If the owner fails to do so, the Developer, its successor, or the Association shall have the right to do so and collect its cost of doing so, plus 50%, from the owner of said lot.
10. Commencement of Construction: Construction of the residence on each lot must begin within 12 months from the date the Developer or its successor conveys the lot and completion of the residence must occur within 12 months after the commencement of construction. Occupancy of the residence is prohibited until completion of the residence, driveways, and sidewalks.

11. Manufactured Homes: Pre-fabricated, manufactured, pre-cut, or mobile homes are prohibited and all buildings shall be wholly site-built; provided that use of panel walls or preconstructed panels shall not constitute a violation of this restriction.
12. Street or Development Damage: Anyone cutting into or tunneling under or damaging in any manner the streets, curbs, sidewalks, or any road or street serving the development and anyone damaging or in any way altering or affecting any storm or sanitary sewer, shall repair and restore the sewer, streets, curbs, sidewalks, or roads to their original condition, all at such person's own risk and expense, including, without limitation, builders and owners. In the event such repairs are not made by such person within 10 days of receiving notice of such damage from the Developer, its successor, or the Association; the Developer or its successor or the Association shall have the right but not the obligation to make such repairs, and in such event shall be entitled to recover its cost in doing so, plus 50%, from the owner of the lot conducting the work which caused such damage. This statement shall not be construed as a grant of permission or consent by the Developer and shall not create any liability on the Developer.
13. Division of Lots: No lot may be further subdivided, nor may more than one residence be located on one lot, and no portion of a lot shall be sold, leased, used as an easement or otherwise dedicated or used for a street or access through and to adjoining farms or lands unless constructed and platted by the Developer or its successors.
14. Fences: No fence of any type or shrubbery wall or hedge shall be erected closer to the street than the rear corner of the house, which, with regard to houses on corner lots, no closer to the street than the side rear corners of the house, or in any location which in the discretion of the Developer or its successor impairs the aesthetics and design of the subdivision. Chain link fences or animal runs or enclosures are prohibited. All types and locations of fences must be approved in writing by the Developer or its successor before beginning construction of said fence. All required approval or rejection shall be made by the Developer or its successor in writing within twenty (20) days after receipt of the plans and other required information.
15. Mailboxes: All mailboxes shall be the Developer's design for the purpose of consistency throughout the development. To maintain consistency, each homeowner will purchase the approved mailbox design from the Developers supplier or designated suppliers.
16. Outdoor Devices, Recreational Equipment and Basketball Goals: Outside clothes lines, citizens and short-wave or "ham" or other radio antennas and television antennas are prohibited. Television satellite dishes, reception devices, playground or recreational equipment, outdoor cooking equipment, etc. (Basketball Goal exception 16a) to remain always to the rear of the dwelling, which shall mean no closer to the street than the rear corners of the house, and shall not be located in side yards. With regard to houses on corner lots, no closer to the street than the side rear corners of the house. Any satellite dish ground mounted shall be concealed from view with landscaping. No satellite dish shall be greater in diameter than 24 inches.

- a. No basketball goals shall be placed on the street (or in the right of way) in front of the residences. Basketball goals maybe permanently or temporarily installed adjoining the driveway area or in the rear of the residence. The backboard of any basketball goal permanently or temporarily installed must be made of fiberglass. Basketball goals mounted on the home are prohibited.
- b. The placement of outdoor devices on corner lots must be approved in writing by the Developer or its successor before installation. All required approval or rejection shall be made by the Developer or its successor in writing within seven (20) days after receipt of the plans and other required information.

Plastic and fiberglass lawn ornaments are prohibited and all other outdoor ornaments shall be consistent with the architecture of the residence and shall be aesthetically pleasing.

17. Gardens: Vegetable gardens or other cultivation shall be permitted only after completion of a residence and shall be located to the rear of the residence and not facing any street. No vegetable gardens shall be allowed on corner lots without a 6 foot privacy fence around the perimeter of the entire rear yard and preventing view from the street. Said fence shall follow paragraph 14 of these restrictions.

18. Junk and Materials: The storage of junk, scrap, inoperable motor vehicles and/or materials of any kind, other than firewood, is prohibited. Any material not prohibited must be kept to the rear of the residence, out of sight from any street, and in a clean and orderly manner.

Firewood stockpiles shall be maintained in the rear of the residence and out of sight from any street.

19. Temporary Residences or Structures: No motor home, travel trailer, basement, tent, shack, garage, storage shed or mobile home shall be used at any time as a temporary or permanent residence. This is not a prohibition upon the Developer or its successor for the purpose of construction of the development.

20. Commercial Vehicles and RV's: All motor homes, boats, travel trailers, utility trailers, and other such items must be kept in the rear of the residence in an inconspicuous area and out of sight from any street. If an inconspicuous area, meaning out of sight from any street, is not obtainable, then such items are prohibited or must be stored in a garage. The Developer or its successor shall have sole discretion to determine whether a particular storage location shall be considered inconspicuous, and the Developer's or its successor's written approval for such storage must be obtained before storing any such item. All required approval or rejection shall be made by the Developer or its successor in writing within twenty (20) days after receipt of the storage plans and other required information.

No semi-tractor trucks, semi-trucks, semi-tractor trailers, heavy duty trailers, box trucks, heavy commercial or service vehicle shall be permitted to park temporarily or permanently on any lot and is prohibited unless fully enclosed in a garage. This is not a prohibition of the Developer to carry forth the business of construction throughout the development.

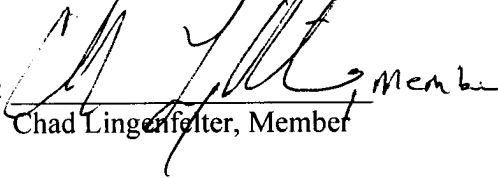
21. Signs: No signs, billboards, or advertising devices of any kind, except for signs advertising the sale of a home or lot or a model home of the Developer or such builders as may be approved by Developer or its successor shall be erected or maintained on any lot or building and any decorative signs naming of the development.
22. Animals: No animals, livestock and/or poultry of any kind shall be raised, bred or kept upon any lot. Dogs, cats, and household pets are permitted, provided that they do not constitute a disturbance or nuisance to others in the subdivision. All property owners are responsible for keeping their pets on their property, and owners with outdoor pets at minimum must have underground invisible pet fences. No pet housing, walks, pens shall be erected or placed on any lot without prior written approval by the Developer or its successor and shall not be visible from any street.
23. Trash Disposal: Garbage cans or other refuse receptacles shall be stored in the rear of the residence and concealed so that the same will not be visible from any street or from adjoining properties.
24. Excavation: During construction, all dirt and rock excavated and not used on any lot shall be deposited on other lots in Magnolia Pointe Subdivision as the Developer or its successor shall direct at lot owner's expense. However, the Developer shall have the right to refuse such fill, in which event the fill will be properly disposed of by the owner of said lot at the owner's expense.
25. Utilities: Utility connections to all residences and other structures, including without limitation telephone, cable television and electric power connections, and any other types of wire or cable, shall be placed underground from service lines and no overhead lines or poles are permitted.
26. Propane and Gas Tanks: Propane tanks or other gas tanks shall be stored in the rear of the residence and concealed so that the same will not be visible from any street or from adjoining properties. If Natural Gas is available, propane tanks shall be prohibited.
27. Swimming Pools: Swimming pools shall be in-ground pools only, and shall be located to the rear of the building, which shall mean no closer to the street than the rear corners of the house, and shall not be located in side yards, which, with regard to houses on corner lots, no closer to the street than the side rear corners of the house, or in any location which in the discretion of the Developer or its successor impairs the aesthetics and design of the subdivision. The placement of a pool on any lot must be approved in writing by the Developer or its successor before commencement of construction including excavation. All required approval or rejection shall be made by the Developer or its successor in writing within seven (20) days after receipt of the plans and other required information. All pool fences shall follow paragraph 14 of these restrictions.



28. Nuisances: No obnoxious or offensive activity shall be conducted on any lot or street and nothing shall be done which may become an annoyance or nuisance to the neighbors or the neighborhood.
29. Plat of Record: All lots are subject to any utility and other easements and restrictions shown on the plat of the subdivision found in the Madison County Court Clerk's Office. All restrictions contained herein shall run with the land and be binding upon and inure to the benefit of all owners of lots in Magnolia Pointe Subdivision, and their heirs, successors and assigns.
30. Outdoor Burning: No lot owner or any other person other than the Developer shall at any time conduct outdoor burning of any type after occupancy of a residence.
31. Model Home: The Developer or its successor, or any builder authorized in writing by the Developer or its successor, shall be allowed to construct a model home or homes in the subdivision for the purpose of sales and promotion of the development.
32. Off Road Vehicles: No use of off road vehicles, such as all-terrain vehicles (ATVs) and off road motorcycles, shall be permitted anywhere in the subdivision, except by the Developer, its successor, or its contractors.
33. Nature Trails: In the event of the construction of any walking or nature trails in the subdivision by the Developer, the permitted uses of said trails shall be determined by the Developer, its successor, or the Homeowners' Association.
34. Enforcement: Either the Developer, its successor, the Homeowners' Association, or any lot owner, at any time, may enforce the restrictions and covenants herein contained by appropriate legal procedure. The purchaser of any lot agrees upon acceptance of the deed to abide by any and all of these restrictions. Invalidation of any provision of these restrictions shall not affect any other provision herein, all of which shall remain in full force and effect. Should enforcement of these restrictions result in the filing of a lien or result in litigation, the party enforcing the restrictions shall be entitled to recover its court costs, filing/recording fees and reasonable attorney fees from the party upon which the restrictions are being enforced.
35. Waiver: Any failure of the Developer, its successor, the Homeowners' Association, or any owner to enforce any covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor of the right to enforce any other restriction.
36. Successor: The Developer at its discretion and at any time, may nominate and appoint a successor, permanent or temporary, for these restrictions.

**IN WITNESS WHEREOF**, the Members as authorized signatories for Developer have hereby set forth their signatures this the day and year first stated above.


**Magnolia Development, LLC.**  
**a Kentucky limited liability company**

By:  Member  
Chad Lingenfelter, Member

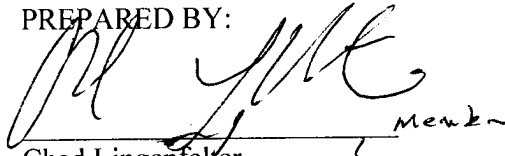
STATE OF KENTUCKY  
COUNTY OF MADISON

Acknowledged, subscribed and sworn to before me this the 16<sup>th</sup> day of April, 2018, by Chad Lingenfelter as Member of Magnolia Development, LLC, a Kentucky limited liability company, on behalf of the company.

My commission expires: 6/16/2020

  
NOTARY PUBLIC

PREPARED BY:

 Member

Chad Lingenfelter  
Magnolia Development, LLC  
138 N Keeneland, Suite E  
Richmond, KY 40475

AMY JO DAVIDSON  
NOTARY PUBLIC  
STATE AT LARGE, KENTUCKY  
MY COMMISSION EXPIRES JUNE 16, 2020  
NOTARY ID: 558206

DOCUMENT NO: 2013974420  
RECORDED: April 17, 2018 08:50:00 AM  
TOTAL FEES: \$34.00  
COUNTY CLERK: KENNY BARGER  
DEPUTY CLERK: BRIAN C ABNEY  
COUNTY: MADISON COUNTY  
BOOK: MC338 PAGES: 493 - 502

DECLARATION OF RESTRICTIVE COVENANTS  
MAGNOLIA POINTE SUBDIVISION, PHASE 2

THIS DECLARATION OF RESTRICTIVE COVENANTS is made and entered into this 27 day of August, 2019, by **Magnolia Development LLC**, a Kentucky limited liability company, of 138 N. Keeneland Drive Suite E, Richmond, Madison County, Kentucky 40475;

WHEREAS, the undersigned, Magnolia Development LLC, a Kentucky limited liability company, (hereafter “the Developer”) is the owner of a certain tract of land situated in Madison County, Kentucky, which land is described as Magnolia Pointe Subdivision, Phase 2, comprised of Lots 34, 35, 36, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 113, 114, 115, 116, 117, 118, 119, 120, 121, 124, 125, 126, 127, 128, 129, 130, 131 and 166, inclusive, and more particularly described in the Final Plat of Magnolia Pointe Subdivision, Phase Two, recorded in Plat Cabinet 28, Slide 314, in the office of the Madison County Clerk; and

WHEREAS, the undersigned desires to impose upon said Magnolia Subdivision, Phase 2, and each and every lot in Phase 2 of Magnolia Pointe Subdivision described in Plat Cabinet 28, Slide 314, restrictive covenants for the mutual protection of all persons or entities who may hereafter acquire such lots in said subdivision;

NOW, THEREFORE, these protective and restrictive covenants (“restrictions”) are hereby executed and recorded for the mutual protection of all persons or entities who shall hereafter own lots in said subdivision known as Magnolia Pointe Subdivision, Phase 2, as shown in Plat Cabinet 28, Slide 314, and said lots (Lots 34, 35, 36, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 113, 114, 115, 116, 117, 118, 119, 120, 121, 124, 125, 126, 127, 128, 129, 130, 131 and 166, inclusive) are expressly declared to be and are hereby made subject to the following restrictions and provisions as fully as if this instrument was incorporated in each deed of conveyance for said lots, whether referred to in said deeds or not, which restrictions and covenants shall run with the land and be binding on all owners of said lots, their heirs, personal representatives, successors and assigns, to wit:

All lots in Magnolia Pointe Subdivision, Phase 2 are sold subject to the following restrictions and conditions which shall be considered as covenants running with the land:

1. Architectural Merit and Purpose of Restrictions: It is the intention of these restrictions that only residences of architectural merit, good design, and suitable material shall be erected in Magnolia Pointe Subdivision, Phase 2, for the preservation of all property values.
2. Homeowners Association: Developer, at its sole discretion, may establish a homeowners’ association (“Homeowners’ Association,” “HOA” or “Association”), namely Magnolia Pointe Homeowners Association, Inc., a Kentucky non-profit corporation, or other suitable name selected by the Developer, the Articles of Incorporation of which will be recorded in the office of the Madison County Clerk.

The owner of each lot in Magnolia Pointe Subdivision, Phase 2 shall be a member of said Homeowners' Association, and membership in said association shall be mandatory for the owner of each such lot. All such owners and members shall be required to abide by the Association's articles, bylaws, rules and regulations, to pay all assessments and membership dues levied by the Association when due. The purposes of said Association shall be as set forth in its Articles of Incorporation and shall include the maintenance, repair and installation of any common areas, common landscaping and entrances, and enforcement of these restrictions and all else deemed within the bounds of the HOA's guidelines or the Board of Directors

Any assessments levied by the Association shall be used only for purposes generally benefiting the Association and its members, and the Association shall have the right to impose a lien on any lot for which any assessments are not timely paid, which lien shall be evidenced by a lien statement to be recorded by the Association in such form as it may elect which shall be enforceable by way of foreclosure. Nothing herein shall create any lien on any lot in said subdivision, and the Association shall acquire a lien on any such lot only after recording a notice of said lien in the office of the Madison County Clerk.

Developer, or its successor, shall adopt or select the original Articles of Incorporation, Bylaws, Board of Directors and Officers for the Association. Each lot owner of any lot conveyed by the Developer shall be required to pay to the Association annual assessment in such amount established by the Association, subject to Bylaws and rules of the Association regarding such assessments, including specific rules defining the effective date for such assessments and the manner of allocation of assessments against multiple lot owners.

The Developer, Magnolia Development LLC., or its affiliate, or its successor in development, shall not be required to pay any assessments or dues to the Association despite ownership of any lots in this subdivision.

3. Approval of Construction and Site Location Plans: All house plans and plans for any other improvements, including without limit any outbuildings, detached garages, swimming pools, and excavation, must include a specific depiction of the proposed location on said lot of the house and all improvements, and must be approved in writing by the Developer or its successor prior to commencement of any and all construction, including excavation. One (1) complete set of such plans and specifications for improvements on each lot shall be delivered to and retained by the Developer or its successor. Construction plans shall include front, side, and rear views or as requested by the Developer or its successor, and shall also include specific depictions of the proposed locations of all improvements to be made. The plans and specifications shall include all details of construction, materials and styles of materials. All required approval or rejection shall be made by the Developer or its successor or HOA at the time designated by the Developer in writing within twenty (20) days after receipt of the plans and other required information.
4. Single Family Residence Only: These lots shall be used for single family residential purposes only and no commercial, professional, trade or business activities shall be permitted on any lot.

5. Maintenance of Lot: All lots shall be kept clean and the grass mowed at all times prior to commencement of construction and after occupancy of the home. The Developer, or its successor, or the Association may have any offending lot mowed or cleared and collect the cost of such, plus 50%, from the lot owner.

It shall be the responsibility of any lot owner, except the developer, bordering / adjoining any trail to maintain all grass up to the centerline of the trail at yard height of no more than 4" tall. It shall be the responsibility of any lot owner, except the developer, bordering or adjoining a retention basin or retention pond or other bodies of water within the development to maintain all grass at yard height of no more than 4" tall to the water's edge or within the basin itself by mowing or weed eating. This action of maintaining grass around the retention edge shall be the bordering / adjoining lot owner's responsibility whether or not the lot boundary touches in the basin or water's edge or a trail is between the basin or water's edge and the property owner's boundary. Failure of the bordering / adjoining lot owner to maintain grass as described or within the basin itself if so needed will result in the Developer, or its successor, or the Association having the aforementioned area mowed or cleared and collect per occurrence the cost of such, plus 50%, from the lot owner. No lot owner of a vacant lot or owners of adjoining lots to vacant lots may deposit trash, dirt, yard refuse, construction material or any form of debris or material that would affect the appearance or impair the process of mowing and maintaining said lot. If such event does occur and lot owner will not remove said materials the Developer or its successor may remove said material collect the cost of such, plus 50%, from the lot owner.

6. Minimum Square Footage: All residences shall be single family structures only and shall be either one story, one and one-half story, or two story single family structures and shall contain a minimum living area (as calculated by ANSI Standard square footage-method of calculation) exclusive of porches, basements (whether finished or not), attics, carports and garages as follows:
- a. 1,100 square feet for one story structures.
  - b. 1,300 square feet for one and one-half story structures.
  - c. 1,450 square feet for two story structures.

Split Foyer or Multi-level entrance designs are subject to approval by the Developer or its successor and shall be in the Developer or its successor's sole discretion whether to approve or not to approve such floor plan designs

All home plans and specifications must be approved in writing by the Developer or its successor before commencement of construction including excavation. Regardless of square footage, the Developer or its successor shall have the right in its sole discretion to approve or not to approve any plans and specifications for homes or buildings which are deemed by it as suitable or unsuitable to the overall development plan.

7. Improvements: No appurtenance, improvement or other permanent structure shall be constructed or placed on any lot without prior written approval from the Developer or its successor. Such permanent structures include, but are not limited to, pools, fences, gazebos, storage facilities, detached garage, etc. The following shall apply to all improvements constructed upon any lot in the subdivision:
- a. All residences must have a minimum two car garage attached or a two car built-in to the main dwelling.
  - b. All driveways and parking areas shall be constructed of concrete or bituminous asphalt and completed before occupancy of residence.
  - c. No continuous overnight parking is allowed on the streets of the subdivision. All homes must have adequate off street parking.
  - d. Construction of the residence must be completed within twelve (12) months of commencement of construction.
  - e. Occupancy of a residence under construction before total completion of construction is prohibited.
  - f. Every house must have a continuous masonry or poured cement foundation and poured cement footer.
  - g. Every house must have a central heating and air conditioning system and no window or through the wall heating or air conditioning units shall be allowed.
  - h. The outside of any house, garage or outbuilding etc. constructed in Magnolia Pointe Subdivision, Phase 2 shall be brick veneer, natural stone, cultured stone (all materials must be approved in writing by the Developer or its successor with submission of plans per paragraph 3), vinyl siding or “Hardy Plank” siding. All homes constructed within the subdivision shall be encased in brick from the point of where vinyl siding (or wall coverings) ends to grade (“Brick to Grade” or “Brick Skirt”). The rear of each home is not required to be Brick to Grade but the chosen wall covering to extend to grade with the minimal exposure of the foundation. The aforementioned wall coverings shall be permitted in combination with brick or stone, with the Developer or its successor approving in writing per plan approval process of paragraph 3 prior to commencement of construction including excavation.

Materials prohibited on the exterior include, without limitation, exposed concrete block (with the exception of the rear per the aforementioned paragraph) including retaining walls (provided that retaining walls may be constructed of decorative engineered retaining wall block), siding composed of fibers or asphalt, tar paper siding, asphalt or asbestos cement shingles, or any plywood or wood composite material. The Developer or its successor shall retain the right in its sole discretion to approve in writing use of any modern materials which would otherwise be prohibited by this restriction if it determines that the use of said

material would be suitable and consistent with the overall development plan of the subdivision.

- i. All dwelling fronts must be properly landscaped, and proportionately installed across the entire front of the home, with a combination of shrubs and / or trees. The yard area must be completely sodded or seeded and strawed as well as landscaped within 90 days after completion of construction. All yards shall be maintained in a mowed, clean and neat condition at all times. If a yard is not maintained, the Developer, its successor or the Association shall have the right to take action to maintain the yard and to collect the cost of doing so, plus 50%, from the owner of the offending lot.
  - j. All unattached garages, outbuildings or any other structures shall be located to the rear of the principal dwelling. The rear meaning: no closer to the street than the rear corner of the house, which, with regard to houses on corner lots, shall mean no closer to the street than the side rear corners of the house or in any other location which in the discretion of the Developer or its successor impairs the aesthetics and design of the subdivision. All unattached garages, outbuildings or any other structure shall be constructed of the same materials and in the same architectural style as the main dwelling, and must be approved in writing by the Developer or its successor before commencement of any construction including excavation per paragraph 3.
8. Set Back Building Lines: Front, side and rear setback building lines are hereby established as shown on the plat as established by the applicable zoning and subdivision control ordinances.
  9. Sidewalks: Each lot owner in Magnolia Pointe Subdivision, Phase 2, other than the Developer or its successor, shall be responsible for constructing and maintaining a concrete sidewalk four inches thick by four feet in width for the entire street frontage of the lot. Sidewalks shall be constructed in accordance with all applicable building codes, laws, and regulations, including without limitation the Americans with Disabilities Act, as amended, and shall be located at a distance from the curb as shown on the plat. Each sidewalk shall be placed in a manner so as to be compatible with existing curbs and driveways, and shall be compatible and uniform with adjoining sidewalks. In the event construction of a residence is not commenced within 12 months after conveyance of a lot by the Developer or its successor, the owner of such lot shall then install the sidewalk on said lot. If the owner fails to do so, the Developer, its successor, or the Association shall have the right to do so and collect its cost of doing so, plus 50%, from the owner of said lot.
  10. Commencement of Construction: Construction of the residence on each lot must begin within 12 months from the date the Developer or its successor conveys the lot and completion of the residence must occur within 12 months after the commencement of construction. Occupancy of the residence is prohibited until completion of the residence, driveways, and sidewalks.

11. Manufactured Homes: Pre-fabricated, manufactured, pre-cut, or mobile homes are prohibited and all buildings shall be wholly site-built; provided that use of panel walls or preconstructed panels shall not constitute a violation of this restriction.
12. Street or Development Damage: Anyone cutting into or tunneling under or damaging in any manner the streets, curbs, sidewalks, or any road or street serving the development and anyone damaging or in any way altering or affecting any storm or sanitary sewer, shall repair and restore the sewer, streets, curbs, sidewalks, or roads to their original condition, all at such person's own risk and expense, including, without limitation, builders and owners. In the event such repairs are not made by such person within 10 days of receiving notice of such damage from the Developer, its successor, or the Association; the Developer or its successor or the Association shall have the right but not the obligation to make such repairs, and in such event shall be entitled to recover its cost in doing so, plus 50%, from the owner of the lot conducting the work which caused such damage. This statement shall not be construed as a grant of permission or consent by the Developer and shall not create any liability on the Developer.
13. Division of Lots: No lot may be further subdivided, nor may more than one residence be located on one lot, and no portion of a lot shall be sold, leased, used as an easement or otherwise dedicated or used for a street or access through and to adjoining farms or lands unless constructed and platted by the Developer or its successors.
14. Fences: No fence of any type or shrubbery wall or hedge shall be erected closer to the street than the rear corner of the house, which, with regard to houses on corner lots, no closer to the street than the side rear corners of the house, or in any location which in the discretion of the Developer or its successor impairs the aesthetics and design of the subdivision. Chain link fences or animal runs or enclosures are prohibited. All types and locations of fences must be approved in writing by the Developer or its successor before beginning construction of said fence. All required approval or rejection shall be made by the Developer or its successor in writing within twenty (20) days after receipt of the plans and other required information.
15. Mailboxes: All mailboxes shall be the Developer's design for the purpose of consistency throughout the development. To maintain consistency, each homeowner will purchase the approved mailbox design from the Developers supplier or designated suppliers.
16. Outdoor Devices, Recreational Equipment and Basketball Goals: Outside clothes lines, citizens and short-wave or "ham" or other radio antennas and television antennas are prohibited. Television satellite dishes, reception devices, playground or recreational equipment, outdoor cooking equipment, etc. (Basketball Goal exception 16(a)) to remain always to the rear of the dwelling, which shall mean no closer to the street than the rear corners of the house, and shall not be located in side yards. With regard to houses on corner lots, no closer to the street than the side rear corners of the house. Any satellite dish ground mounted shall be concealed from view with landscaping. No satellite dish shall be greater in diameter than 24 inches.



- a. No basketball goals shall be placed on the street (or in the right of way) in front of the residences. Basketball goals maybe permanently or temporarily installed adjoining the driveway area or in the rear of the residence. The backboard of any basketball goal permanently or temporarily installed must be made of fiberglass. Basketball goals mounted on the home are prohibited.
- b. The placement of outdoor devices on corner lots must be approved in writing by the Developer or its successor before installation. All required approval or rejection shall be made by the Developer or its successor in writing within seven (20) days after receipt of the plans and other required information.

Plastic and fiberglass lawn ornaments are prohibited and all other outdoor ornaments shall be consistent with the architecture of the residence and shall be aesthetically pleasing.

17. Gardens: Vegetable gardens or other cultivation shall be permitted only after completion of a residence and shall be located to the rear of the residence and not facing any street. No vegetable gardens shall be allowed on corner lots without a 6 foot privacy fence around the perimeter of the entire rear yard and preventing view from the street. Said fence shall follow paragraph 14 of these restrictions.

18. Junk and Materials: The storage of junk, scrap, inoperable motor vehicles and/or materials of any kind, other than firewood, is prohibited. Any material not prohibited must be kept to the rear of the residence, out of sight from any street, and in a clean and orderly manner.

Firewood stockpiles shall be maintained in the rear of the residence and out of sight from any street.

19. Temporary Residences or Structures: No motor home, travel trailer, basement, tent, shack, garage, storage shed or mobile home shall be used at any time as a temporary or permanent residence. This is not a prohibition upon the Developer or its successor for the purpose of construction of the development.

20. Commercial Vehicles and RV's: All motor homes, boats, travel trailers, utility trailers, and other such items must be kept in the rear of the residence in an inconspicuous area and out of sight from any street. If an inconspicuous area, meaning out of sight from any street, is not obtainable, then such items are prohibited or must be stored in a garage. The Developer or its successor shall have sole discretion to determine whether a particular storage location shall be considered inconspicuous, and the Developer's or its successor's written approval for such storage must be obtained before storing any such item. All required approval or rejection shall be made by the Developer or its successor in writing within twenty (20) days after receipt of the storage plans and other required information.

No semi-tractor trucks, semi-trucks, semi-tractor trailers, heavy duty trailers, box trucks, heavy commercial or service vehicle shall be permitted to park temporarily or permanently on any lot and is prohibited unless fully enclosed in a garage. This is not a prohibition of the Developer to carry forth the business of construction throughout the development.

21. Signs: No signs, billboards, or advertising devices of any kind, except for signs advertising the sale of a home or lot or a model home of the Developer or such builders as may be approved by Developer or its successor shall be erected or maintained on any lot or building and any decorative signs naming of the development.
22. Animals: No animals, livestock and/or poultry of any kind shall be raised, bred or kept upon any lot. Dogs, cats, and household pets are permitted, provided that they do not constitute a disturbance or nuisance to others in the subdivision. All property owners are responsible for keeping their pets on their property, and owners with outdoor pets at minimum must have underground invisible pet fences. No pet housing, walks, pens shall be erected or placed on any lot without prior written approval by the Developer or its successor and shall not be visible from any street.
23. Trash Disposal: Garbage cans or other refuse receptacles shall be stored in the rear of the residence and concealed so that the same will not be visible from any street or from adjoining properties.
24. Excavation: During construction, all dirt and rock excavated and not used on any lot shall be deposited on other lots in Magnolia Pointe Subdivision as the Developer or its successor shall direct at lot owner's expense. However, the Developer shall have the right to refuse such fill, in which event the fill will be properly disposed of by the owner of said lot at the owner's expense.
25. Utilities: Utility connections to all residences and other structures, including without limitation telephone, cable television and electric power connections, and any other types of wire or cable, shall be placed underground from service lines and no overhead lines or poles are permitted.
26. Propane and Gas Tanks: Propane tanks or other gas tanks shall be stored in the rear of the residence and concealed so that the same will not be visible from any street or from adjoining properties. If Natural Gas is available, propane tanks shall be prohibited.
27. Swimming Pools: Swimming pools shall be in-ground pools only, and shall be located to the rear of the building, which shall mean no closer to the street than the rear corners of the house, and shall not be located in side yards, which, with regard to houses on corner lots, no closer to the street than the side rear corners of the house, or in any location which in the discretion of the Developer or its successor impairs the aesthetics and design of the subdivision. The placement of a pool on any lot must be approved in writing by the Developer or its successor before commencement of construction including excavation. All required approval or rejection shall be made by the Developer or its successor in writing within seven (20) days after receipt of the plans and other required information. All pool fences shall follow paragraph 14 of these restrictions.

28. Nuisances: No obnoxious or offensive activity shall be conducted on any lot or street and nothing shall be done which may become an annoyance or nuisance to the neighbors or the neighborhood.
29. Plat of Record: All lots are subject to any utility and other easements and restrictions shown on the plat of the subdivision found in the Madison County Court Clerk's Office. All restrictions contained herein shall run with the land and be binding upon and inure to the benefit of all owners of lots in Magnolia Pointe Subdivision, and their heirs, successors and assigns.
30. Outdoor Burning: No lot owner or any other person other than the Developer shall at any time conduct outdoor burning of any type after occupancy of a residence.
31. Model Home: The Developer or its successor, or any builder authorized in writing by the Developer or its successor, shall be allowed to construct a model home or homes in the subdivision for the purpose of sales and promotion of the development.
32. Off Road Vehicles: No use of off road vehicles, such as all-terrain vehicles (ATVs) and off road motorcycles, shall be permitted anywhere in the subdivision, except by the Developer, its successor, or its contractors.
33. Nature Trails: In the event of the construction of any walking or nature trails in the subdivision by the Developer, the permitted uses of said trails shall be determined by the Developer, its successor, or the Homeowners' Association.
34. Enforcement: Either the Developer, its successor, the Homeowners' Association, or any lot owner, at any time, may enforce the restrictions and covenants herein contained by appropriate legal procedure. The purchaser of any lot agrees upon acceptance of the deed to abide by any and all of these restrictions. Invalidation of any provision of these restrictions shall not affect any other provision herein, all of which shall remain in full force and effect. Should enforcement of these restrictions result in the filing of a lien or result in litigation, the party enforcing the restrictions shall be entitled to recover its court costs, filing/recording fees and reasonable attorney fees from the party upon which the restrictions are being enforced.
35. Waiver: Any failure of the Developer, its successor, the Homeowners' Association, or any owner to enforce any covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor of the right to enforce any other restriction.
36. Successor: The Developer at its discretion and at any time, may nominate and appoint a successor, permanent or temporary, for these restrictions.

**IN WITNESS WHEREOF**, the Members as authorized signatories for Developer have hereby set forth their signatures this the day and year first stated above.

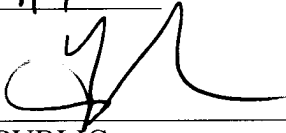
**Magnolia Development, LLC.  
a Kentucky limited liability company**

By:  member  
Chad Lingenfelter, Member

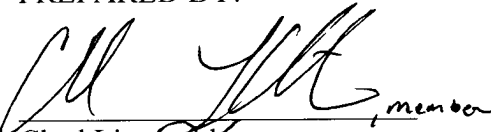
STATE OF KENTUCKY  
COUNTY OF MADISON

Acknowledged, subscribed and sworn to before me this the 27 day of August, 2019, by Chad Lingenfelter as Member of Magnolia Development, LLC, a Kentucky limited liability company, on behalf of the company.

My commission expires: 9/2/19

  
\_\_\_\_\_  
NOTARY PUBLIC

PREPARED BY:

 member  
Chad Lingenfelter  
Magnolia Development, LLC  
138 N Keeneland, Suite E  
Richmond, KY 40475

FRANKIE C. BLEVINS JR.  
NOTARY PUBLIC  
STATE AT LARGE, KENTUCKY  
MY COMMISSION EXPIRES  
SEPTEMBER 2, 2019  
NOTARY ID: 539530

DOCUMENT NO: 2013997921  
RECORDED: August 29, 2019 12:13:00 PM  
TOTAL FEES: \$34.00  
COUNTY CLERK: KENNY BARGER  
DEPUTY CLERK: BRIAN C ABNEY  
COUNTY: MADISON COUNTY  
BOOK: MC353 PAGES: 567 - 576

DOCUMENT NO: 2014031183  
 RECORDED: March 11, 2021 09:41:00 AM  
 TOTAL FEES: \$65.00  
 COUNTY CLERK: KENNY BARGER  
 DEPUTY CLERK: BRIAN C ABNEY  
 COUNTY: MADISON COUNTY  
 BOOK: MC375 PAGES: 206 - 215

DECLARATION OF RESTRICTIVE COVENANTS  
 MAGNOLIA POINTE SUBDIVISION, PHASE 3

THIS DECLARATION OF RESTRICTIVE COVENANTS is made effective the 1st day of March, 2021, by **Magnolia Development LLC**, a Kentucky limited liability company, of 138 N. Keeneland Drive Suite E, Richmond, Madison County, Kentucky 40475;

WHEREAS, the undersigned, Magnolia Development LLC, a Kentucky limited liability company, (hereafter "the Developer") is the owner of a certain tract of land situated in Madison County, Kentucky, which land is described as Magnolia Pointe Subdivision, Phase 3, and includes Lots 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142 and 143, inclusive, and more particularly described in the Final Plat Magnolia Pointe Phase Three, recorded in Plat Book 29, page 256 in the office of the Madison County Clerk; and

WHEREAS, the undersigned desires to impose upon said Magnolia Subdivision, Phase 3, and each and every lot in Phase 3 of Magnolia Pointe Subdivision described in Plat Book 29, page 256, restrictive covenants for the mutual protection of all persons or entities who may hereafter acquire interest in Phase 3 or ownership of such lots in said subdivision;

NOW, THEREFORE, these protective and restrictive covenants ("restrictions") are hereby executed and recorded for the mutual protection of all persons or entities who shall hereafter own lots in said subdivision known as Magnolia Pointe Subdivision, Phase 3, as shown in Plat Book 29, page 256, and said lots are expressly declared to be and are hereby made subject to the following restrictions and provisions as fully as if this instrument was incorporated in each deed of conveyance for said lots, whether referred to in said deeds or not, which restrictions and covenants shall run with the land and be binding on all owners of said lots, their heirs, personal representatives, successors and assigns, to wit:

All lots in Magnolia Pointe Subdivision, Phase 3 are sold subject to the following restrictions and conditions which shall be considered as covenants running with the land:

1. Architectural Merit and Purpose of Restrictions: It is the intention of these restrictions that only residences of architectural merit, good design, and suitable material shall be

erected in Magnolia Pointe Subdivision, Phase 3, for the preservation of all property values.

2. Homeowners Association: Developer, at its sole discretion, may establish a homeowners' association ("Homeowners' Association," "HOA" or "Association"), namely Magnolia Pointe Homeowners Association, Inc., a Kentucky non-profit corporation, or other suitable name selected by the Developer, the Articles of Incorporation of which will be recorded in the office of the Madison County Clerk.

The owner of each lot in Magnolia Pointe Subdivision, Phase 3 shall be a member of said Homeowners' Association, and membership in said association shall be mandatory for the owner of each such lot. All such owners and members shall be required to abide by the Association's articles, bylaws, rules and regulations, to pay all assessments and membership dues levied by the Association when due. The purposes of said Association shall be as set forth in its Articles of Incorporation and shall include the maintenance, repair and installation of any common areas, common landscaping and entrances, and enforcement of these restrictions and all else deemed within the bounds of the HOA's guidelines or the Board of Directors.

Any assessments levied by the Association shall be used only for purposes generally benefiting the Association and its members, and the Association shall have the right to impose a lien on any lot for which any assessments are not timely paid, which lien shall be evidenced by a lien statement to be recorded by the Association in such form as it may elect which shall be enforceable by way of foreclosure. Nothing herein shall create any lien on any lot in said subdivision, and the Association shall acquire a lien on any such lot only after recording a notice of said lien in the office of the Madison County Clerk.

Developer, or its successor, shall adopt or select the original Articles of Incorporation, Bylaws, Board of Directors and Officers for the Association. Each lot owner of any lot conveyed by the Developer shall be required to pay to the Association annual assessment in such amount established by the Association, subject to Bylaws and rules of the Association regarding such assessments, including specific rules defining the effective date for such assessments and the manner of allocation of assessments against multiple lot owners.

The Developer, Magnolia Development LLC., or its affiliate, or its successor in development, shall not be required to pay any assessments or dues to the Association despite ownership of any lots in this subdivision.

3. Approval of Construction and Site Location Plans: All house plans and plans for any other improvements, including without limit any outbuildings, detached garages, swimming pools, and excavation, must include a specific depiction of the proposed location on said lot of the house and all improvements, and must be approved in writing by the Developer or its successor prior to commencement of any and all construction, including excavation. One (1) complete set of such plans and specifications for

improvements on each lot shall be delivered to and retained by the Developer or its successor. Construction plans shall include front, side, and rear views or as requested by the Developer or its successor and shall also include specific depictions of the proposed locations of all improvements to be made. The plans and specifications shall include all details of construction, materials and styles of materials. All required approval or rejection shall be made by the Developer or its successor or HOA at the time designated by the Developer in writing within twenty (20) days after receipt of the plans and other required information.

4. Single Family Residence Only: These lots shall be used for single family residential purposes only and no commercial, professional, trade or business activities shall be permitted on any lot.
5. Maintenance of Lot: All lots shall be kept clean and the grass mowed at all times prior to commencement of construction and after occupancy of the home. The Developer, or its successor, or the Association may have any offending lot mowed or cleared and collect the cost of such, plus 50%, from the lot owner.

It shall be the responsibility of any lot owner, except the developer, bordering / adjoining any trail to maintain all grass up to the centerline of the trail at yard height of no more than 4" tall. It shall be the responsibility of any lot owner, except the developer, bordering or adjoining a retention basin or retention pond or other bodies of water within the development to maintain all grass at yard height of no more than 4" tall to the water's edge or within the basin itself by mowing or weed eating. This action of maintaining grass around the retention edge shall be the bordering / adjoining lot owner's responsibility whether or not the lot boundary touches in the basin or water's edge or a trail is between the basin or water's edge and the property owner's boundary. Failure of the bordering / adjoining lot owner to maintain grass as described or within the basin itself if so needed will result in the Developer, or its successor, or the Association having the aforementioned area mowed or cleared and collect per occurrence the cost of such, plus 50%, from the lot owner.

No lot owner of a vacant lot or owners of adjoining lots to vacant lots may deposit trash, dirt, yard refuse, construction material or any form of debris or material that would affect the appearance or impair the process of mowing and maintaining said lot. If such event does occur and lot owner will not remove said materials the Developer or its successor may remove said material collect the cost of such, plus 50%, from the lot owner.

6. Minimum Square Footage: All residences shall be single family structures only and shall be either one story, one and one-half story, or two story single family structures and shall contain a minimum living area (as calculated by ANSI Standard square footage-method of calculation) exclusive of porches, basements (whether finished or not), attics, carports and garages as follows:
  - a. 1,100 square feet for one story structures.
  - b. 1,300 square feet for one and one-half story structures.

- c. 1,450 square feet for two story structures.

Split Foyer or Multi-level entrance designs are subject to approval by the Developer or its successor and shall be in the Developer or its successor's sole discretion whether to approve or not to approve such floor plan designs

All home plans and specifications must be approved in writing by the Developer or its successor before commencement of construction including excavation. Regardless of square footage, the Developer or its successor shall have the right in its sole discretion to approve or not to approve any plans and specifications for homes or buildings which are deemed by it as suitable or unsuitable to the overall development plan.

- 7. Improvements: No appurtenance, improvement or other permanent structure shall be constructed or placed on any lot without prior written approval from the Developer or its successor. Such permanent structures include, but are not limited to, pools, fences, gazebos, storage facilities, detached garage, etc. The following shall apply to all improvements constructed upon any lot in the subdivision:
  - a. All residences must have a minimum two car garage attached or a two car built-in to the main dwelling.
  - b. All driveways and parking areas shall be constructed of concrete or bituminous asphalt and completed before occupancy of residence.
  - c. No continuous overnight parking is allowed on the streets of the subdivision. All homes must have adequate off street parking.
  - d. Construction of the residence must be completed within twelve (12) months of commencement of construction.
  - e. Occupancy of a residence under construction before total completion of construction is prohibited.
  - f. Every house must have a continuous masonry or poured cement foundation and poured cement footer.
  - g. Every house must have a central heating and air conditioning system and no window or through the wall heating or air conditioning units shall be allowed.
  - h. The outside of any house, garage or outbuilding etc. constructed in Magnolia Pointe Subdivision, Phase 3 shall be brick veneer, natural stone, cultured stone (all materials must be approved in writing by the Developer or its successor with submission of plans per paragraph 3), vinyl siding or "Hardy Plank" siding. All homes constructed within the subdivision shall be encased in brick from the point of where vinyl siding (or wall coverings) ends to grade ("Brick to Grade" or "Brick Skirt"). The rear of each home is not required to be Brick to Grade but the chosen wall covering to extend to grade with



the minimal exposure of the foundation. The aforementioned wall coverings shall be permitted in combination with brick or stone, with the Developer or its successor approving in writing per plan approval process of paragraph 3 prior to commencement of construction including excavation.

Materials prohibited on the exterior include, without limitation, exposed concrete block (with the exception of the rear per the aforementioned paragraph) including retaining walls (provided that retaining walls may be constructed of decorative engineered retaining wall block), siding composed of fibers or asphalt, tar paper siding, asphalt or asbestos cement shingles, or any plywood or wood composite material. The Developer or its successor shall retain the right in its sole discretion to approve in writing use of any modern materials which would otherwise be prohibited by this restriction if it determines that the use of said material would be suitable and consistent with the overall development plan of the subdivision.

i. All dwelling fronts must be properly landscaped, and proportionately installed across the entire front of the home, with a combination of shrubs and / or trees. The yard area must be completely sodded or seeded and strawed as well as landscaped within 90 days after completion of construction. All yards shall be maintained in a mowed, clean and neat condition at all times. If a yard is not maintained, the Developer, its successor or the Association shall have the right to take action to maintain the yard and to collect the cost of doing so, plus 50%, from the owner of the offending lot.

j. All unattached garages, outbuildings or any other structures shall be located to the rear of the principal dwelling. The rear meaning: no closer to the street than the rear corner of the house, which, with regard to houses on corner lots, shall mean no closer to the street than the side rear corners of the house or in any other location which in the discretion of the Developer or its successor impairs the aesthetics and design of the subdivision. All unattached garages, outbuildings or any other structure shall be constructed of the same materials and in the same architectural style as the main dwelling, and must be approved in writing by the Developer or its successor before commencement of any construction including excavation per paragraph 3.

8. Set Back Building Lines: Front, side and rear setback building lines are hereby established as shown on the plat as established by the applicable zoning and subdivision control ordinances.
9. Sidewalks: Each lot owner in Magnolia Pointe Subdivision, Phase 3, other than the Developer or its successor, shall be responsible for constructing and maintaining a concrete sidewalk four inches thick by four feet in width for the entire street frontage of the lot. Sidewalks shall be constructed in accordance with all applicable building codes, laws, and regulations, including without limitation the Americans with Disabilities Act, as amended, and shall be located at a distance from the curb as shown on the plat. Each sidewalk shall be placed in a manner so as to be compatible with existing curbs and driveways, and shall be compatible and uniform with adjoining sidewalks. In the event construction of a residence is not commenced within 12 months after conveyance of a lot

by the Developer or its successor, the owner of such lot shall then install the sidewalk on said lot. If the owner fails to do so, the Developer, its successor, or the Association shall have the right to do so and collect its cost of doing so, plus 50%, from the owner of said lot.

10. Commencement of Construction: Construction of the residence on each lot must begin within 12 months from the date the Developer or its successor conveys the lot and completion of the residence must occur within 12 months after the commencement of construction. Occupancy of the residence is prohibited until completion of the residence, driveways, and sidewalks.
11. Manufactured Homes: Pre-fabricated, manufactured, pre-cut, or mobile homes are prohibited and all buildings shall be wholly site-built; provided that use of panel walls or preconstructed panels shall not constitute a violation of this restriction.
12. Street or Development Damage: Anyone cutting into or tunneling under or damaging in any manner the streets, curbs, sidewalks, or any road or street serving the development and anyone damaging or in any way altering or affecting any storm or sanitary sewer, shall repair and restore the sewer, streets, curbs, sidewalks, or roads to their original condition, all at such person's own risk and expense, including, without limitation, builders and owners. In the event such repairs are not made by such person within 10 days of receiving notice of such damage from the Developer, its successor, or the Association; the Developer or its successor or the Association shall have the right but not the obligation to make such repairs, and in such event shall be entitled to recover its cost in doing so, plus 50%, from the owner of the lot conducting the work which caused such damage. This statement shall not be construed as a grant of permission or consent by the Developer and shall not create any liability on the Developer.
13. Division of Lots: No lot may be further subdivided, nor may more than one residence be located on one lot, and no portion of a lot shall be sold, leased, used as an easement or otherwise dedicated or used for a street or access through and to adjoining farms or lands unless constructed and platted by the Developer or its successors.
14. Fences: No fence of any type or shrubbery wall or hedge shall be erected closer to the street than the rear corner of the house, which, with regard to houses on corner lots, no closer to the street than the side rear corners of the house, or in any location which in the discretion of the Developer or its successor impairs the aesthetics and design of the subdivision. Chain link fences or animal runs or enclosures are prohibited. All types and locations of fences must be approved in writing by the Developer or its successor before beginning construction of said fence. All required approval or rejection shall be made by the Developer or its successor in writing within twenty (20) days after receipt of the plans and other required information.
15. Mailboxes: All mailboxes shall be the Developer's design for the purpose of consistency throughout the development. To maintain consistency, each homeowner will purchase the approved mailbox design from the Developers supplier or designated suppliers.

16. Outdoor Devices, Recreational Equipment and Basketball Goals: Outside clothes lines, citizens and short-wave or "ham" or other radio antennas and television antennas are prohibited. Television satellite dishes, reception devices, playground or recreational equipment, outdoor cooking equipment, etc. (Basketball Goal exception 16(a)) to remain always to the rear of the dwelling, which shall mean no closer to the street than the rear corners of the house, and shall not be located in side yards. With regard to houses on corner lots, no closer to the street than the side rear corners of the house. Any satellite dish ground mounted shall be concealed from view with landscaping. No satellite dish shall be greater in diameter than 24 inches.
- a. No basketball goals shall be placed on the street (or in the right of way) in front of the residences. Basketball goals maybe permanently or temporarily installed adjoining the driveway area or in the rear of the residence. The backboard of any basketball goal permanently or temporarily installed must be made of fiberglass. Basketball goals mounted or on the home are prohibited.
  - b. The placement of outdoor devices on corner lots must be approved in writing by the Developer or its successor before installation. All required approval or rejection shall be made by the Developer or its successor in writing within seven (20) days after receipt of the plans and other required information.

Plastic and fiberglass lawn ornaments are prohibited and all other outdoor ornaments shall be consistent with the architecture of the residence and shall be aesthetically pleasing.

17. Gardens: Vegetable gardens or other cultivation shall be permitted only after completion of a residence and shall be located to the rear of the residence and not facing any street. No vegetable gardens shall be allowed on corner lots without a 6 foot privacy fence around the perimeter of the entire rear yard and preventing view from the street. Said fence shall follow paragraph 14 of these restrictions.
18. Junk and Materials: The storage of junk, scrap, inoperable motor vehicles and/or materials of any kind, other than firewood, is prohibited. Any material not prohibited must be kept to the rear of the residence, out of sight from any street, and in a clean and orderly manner.

Firewood stockpiles shall be maintained in the rear of the residence and out of sight from any street.

19. Temporary Residences or Structures: No motor home, travel trailer, basement, tent, shack, garage, storage shed or mobile home shall be used at any time as a temporary or permanent residence. This is not a prohibition upon the Developer or its successor for the purpose of construction of the development.

20. Commercial Vehicles and RV's: All motor homes, boats, travel trailers, utility trailers, and other such items must be kept in the rear of the residence in an inconspicuous area and out of sight from any street. If an inconspicuous area, meaning out of sight from any street, is not obtainable, then such items are prohibited or must be stored in a garage. The Developer or its successor shall have sole discretion to determine whether a particular storage location shall be considered inconspicuous, and the Developer's or its successor's written approval for such storage must be obtained before storing any such item. All required approval or rejection shall be made by the Developer or its successor in writing within twenty (20) days after receipt of the storage plans and other required information.

No semi-tractor trucks, semi-trucks, semi-tractor trailers, heavy duty trailers, box trucks, heavy commercial or service vehicle shall be permitted to park temporarily or permanently on any lot and is prohibited unless fully enclosed in a garage. This is not a prohibition of the Developer to carry forth the business of construction throughout the development.

21. Signs: No signs, billboards, or advertising devices of any kind, except for signs advertising the sale of a home or lot or a model home of the Developer or such builders as may be approved by Developer or its successor shall be erected or maintained on any lot or building and any decorative signs naming of the development.
22. Animals: No animals, livestock and/or poultry of any kind shall be raised, bred or kept upon any lot. Dogs, cats, and household pets are permitted, provided that they do not constitute a disturbance or nuisance to others in the subdivision. All property owners are responsible for keeping their pets on their property, and owners with outdoor pets at minimum must have underground invisible pet fences. No pet housing, walks, pens shall be erected or placed on any lot without prior written approval by the Developer or its successor and shall not be visible from any street.
23. Trash Disposal: Garbage cans or other refuse receptacles shall be stored in the rear of the residence and concealed so that the same will not be visible from any street or from adjoining properties.
24. Excavation: During construction, all dirt and rock excavated and not used on any lot shall be deposited on other lots in Magnolia Pointe Subdivision as the Developer or its successor shall direct at lot owner's expense. However, the Developer shall have the right to refuse such fill, in which event the fill will be properly disposed of by the owner of said lot at the owner's expense.
25. Utilities: Utility connections to all residences and other structures, including without limitation telephone, cable television and electric power connections, and any other types of wire or cable, shall be placed underground from service lines and no overhead lines or poles are permitted.

26. Propane and Gas Tanks: Propane tanks or other gas tanks shall be stored in the rear of the residence and concealed so that the same will not be visible from any street or from adjoining properties. If Natural Gas is available, propane tanks shall be prohibited.
27. Swimming Pools: Swimming pools shall be in-ground pools only, and shall be located to the rear of the building, which shall mean no closer to the street than the rear corners of the house, and shall not be located in side yards, which, with regard to houses on corner lots, no closer to the street than the side rear corners of the house, or in any location which in the discretion of the Developer or its successor impairs the aesthetics and design of the subdivision. The placement of a pool on any lot must be approved in writing by the Developer or its successor before commencement of construction including excavation. All required approval or rejection shall be made by the Developer or its successor in writing within seven (20) days after receipt of the plans and other required information. All pool fences shall follow paragraph 14 of these restrictions.
28. Nuisances: No obnoxious or offensive activity shall be conducted on any lot or street and nothing shall be done which may become an annoyance or nuisance to the neighbors or the neighborhood.
29. Plat of Record: All lots are subject to any utility and other easements and restrictions shown on the plat of the subdivision found in the Madison County Court Clerk's Office. All restrictions contained herein shall run with the land and be binding upon and inure to the benefit of all owners of lots in Magnolia Pointe Subdivision, and their heirs, successors and assigns.
30. Outdoor Burning: No lot owner or any other person other than the Developer shall at any time conduct outdoor burning of any type after occupancy of a residence.
31. Model Home: The Developer or its successor, or any builder authorized in writing by the Developer or its successor, shall be allowed to construct a model home or homes in the subdivision for the purpose of sales and promotion of the development.
32. Off Road Vehicles: No use of off road vehicles, such as all-terrain vehicles (ATVs) and off road motorcycles, shall be permitted anywhere in the subdivision, except by the Developer, its successor, or its contractors.
33. Nature Trails: In the event of the construction of any walking or nature trails in the subdivision by the Developer, the permitted uses of said trails shall be determined by the Developer, its successor, or the Homeowners' Association.
34. Enforcement: Either the Developer, its successor, the Homeowners' Association, or any lot owner, at any time, may enforce the restrictions and covenants herein contained by appropriate legal procedure. The purchaser of any lot agrees upon acceptance of the deed to abide by any and all of these restrictions. Invalidation of any provision of these


restrictions shall not affect any other provision herein, all of which shall remain in full force and effect.

Should enforcement of these restrictions result in the filing of a lien or result in litigation, the party enforcing the restrictions shall be entitled to recover its court costs, filing/recording fees and reasonable attorney fees from the party upon which the restrictions are being enforced.

- 35. Waiver: Any failure of the Developer, its successor, the Homeowners' Association, or any owner to enforce any covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor of the right to enforce any other restriction.
- 36. Successor: The Developer at its discretion and at any time, may nominate and appoint a successor, permanent or temporary, for these restrictions.


**IN WITNESS WHEREOF**, the Members as authorized signatories for Developer have hereby set forth their signatures this the day and year first stated above.

**Magnolia Development, LLC.**  
**a Kentucky limited liability company**


By:   
Kevin L. Payne, Member

STATE OF KENTUCKY  
COUNTY OF MADISON

Acknowledged, subscribed and sworn to before me this the 10<sup>th</sup> day of March, 2021, by Kevin L. Payne as Member of Magnolia Development, LLC, a Kentucky limited liability company, on behalf of the company.

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE  
My commission expires: 12-4-21  
My Notary ID number: 590564

Prepared by:  
**BLEVINS LAW**  
400 RICHMOND ROAD N, SUITE C  
BEREA, KY 40403  
TELEPHONE: (859) 985-5410

By:   
\_\_\_\_\_  
TRACY TODD BLEVINS

TRACY TODD BLEVINS  
NOTARY PUBLIC  
STATE AT LARGE, KENTUCKY  
MY COMMISSION EXPIRES  
DECEMBER 4, 2021  
NOTARY ID: 590564

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DOCUMENT NO: 2014094728  
RECORDED: June 03, 2022 11:27:00 AM  
TOTAL FEES: \$65.00  
COUNTY CLERK: KENNY BARGER  
DEPUTY CLERK: BRIAN ABNEY  
COUNTY: MADISON COUNTY  
BOOK: MC394 PAGES: 771 - 780

**DECLARATION OF RESTRICTIVE COVENANTS  
MAGNOLIA POINTE SUBDIVISION, PHASE 4**

THIS DECLARATION OF RESTRICTIVE COVENANTS is made effective the 1st day of May, 2022, by **Magnolia Development LLC**, a Kentucky limited liability company, of 138 N. Keeneland Drive Suite E, Richmond, Madison County, Kentucky 40475;

WHEREAS, the undersigned, Magnolia Development LLC, a Kentucky limited liability company, (hereafter "the Developer") is the owner of a certain tract of land situated in Madison County, Kentucky, which land is described as Magnolia Pointe Subdivision, Phase 4, and includes Lots 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, and 89 inclusive, and more particularly described in the Final Plat Magnolia Pointe Phase Four, recorded in Plat Book 30, page 127 in the office of the Madison County Clerk; and

WHEREAS, the undersigned desires to impose upon said Magnolia Subdivision, Phase 4, and each and every lot in Phase 4 of Magnolia Pointe Subdivision described in Plat Book 30, page 127, restrictive covenants for the mutual protection of all persons or entities who may hereafter acquire interest in Phase 4 or ownership of such lots in said subdivision;

NOW, THEREFORE, these protective and restrictive covenants ("restrictions") are hereby executed and recorded for the mutual protection of all persons or entities who shall hereafter own lots in said subdivision known as Magnolia Pointe Subdivision, Phase 4, as shown in Plat Book 30, page 127, and said lots are expressly declared to be and are hereby made subject to the following restrictions and provisions as fully as if this instrument was incorporated in each deed of conveyance for said lots, whether referred to in said deeds or not, which restrictions and covenants shall run with the land and be binding on all owners of said lots, their heirs, personal representatives, successors and assigns, to wit:

All lots in Magnolia Pointe Subdivision, Phase 4 are sold subject to the following restrictions and conditions which shall be considered as covenants running with the land:

1. Architectural Merit and Purpose of Restrictions: It is the intention of these restrictions that only residences of architectural merit, good design, and suitable material shall be erected in Magnolia Pointe Subdivision, Phase 4, for the preservation of all property values.

2. Homeowners Association: Developer, at its sole discretion, may establish a homeowners' association ("Homeowners' Association," "HOA" or "Association"), namely Magnolia Pointe Homeowners Association, Inc., a Kentucky non-profit corporation, or other suitable name selected by the Developer, the Articles of Incorporation of which will be recorded in the office of the Madison County Clerk.

The owner of each lot in Magnolia Pointe Subdivision, Phase 4 shall be a member of said Homeowners' Association, and membership in said association shall be mandatory for the owner of each such lot. All such owners and members shall be required to abide by the Association's articles, bylaws, rules and regulations, to pay all assessments and membership dues levied by the Association when due. The purposes of said Association shall be as set forth in its Articles of Incorporation and shall include the maintenance, repair and installation of any common areas, common landscaping and entrances, and enforcement of these restrictions and all else deemed within the bounds of the HOA's guidelines or the Board of Directors.

Any assessments levied by the Association shall be used only for purposes generally benefiting the Association and its members, and the Association shall have the right to impose a lien on any lot for which any assessments are not timely paid, which lien shall be evidenced by a lien statement to be recorded by the Association in such form as it may elect which shall be enforceable by way of foreclosure. Nothing herein shall create any lien on any lot in said subdivision, and the Association shall acquire a lien on any such lot only after recording a notice of said lien in the office of the Madison County Clerk.

Developer, or its successor, shall adopt or select the original Articles of Incorporation, Bylaws, Board of Directors and Officers for the Association. Each lot owner of any lot conveyed by the Developer shall be required to pay to the Association annual assessment in such amount established by the Association, subject to Bylaws and rules of the Association regarding such assessments, including specific rules defining the effective date for such assessments and the manner of allocation of assessments against multiple lot owners.

The Developer, Magnolia Development LLC., or its affiliate, or its successor in development, shall not be required to pay any assessments or dues to the Association despite ownership of any lots in this subdivision.

3. Approval of Construction and Site Location Plans: All house plans and plans for any other improvements, including without limit any outbuildings, detached garages, swimming pools, and excavation, must include a specific depiction of the proposed location on said lot of the house and all improvements, and must be approved in writing by the Developer or its successor prior to commencement of any and all construction, including excavation. One (1) complete set of such plans and specifications for improvements on each lot shall be delivered to and retained by the Developer or its successor. Construction plans shall include front, side, and rear views or as requested by



the Developer or its successor and shall also include specific depictions of the proposed locations of all improvements to be made. The plans and specifications shall include all details of construction, materials and styles of materials. All required approval or rejection shall be made by the Developer or its successor or HOA at the time designated by the Developer in writing within twenty (20) days after receipt of the plans and other required information.

4. Single Family Residence Only: These lots shall be used for single family residential purposes only and no commercial, professional, trade or business activities shall be permitted on any lot.
5. Maintenance of Lot: All lots shall be kept clean and the grass mowed at all times prior to commencement of construction and after occupancy of the home. The Developer, or its successor, or the Association may have any offending lot mowed or cleared and collect the cost of such, plus 50%, from the lot owner.

It shall be the responsibility of any lot owner, except the developer, bordering / adjoining any trail to maintain all grass up to the centerline of the trail at yard height of no more than 4" tall. It shall be the responsibility of any lot owner, except the developer, bordering or adjoining a retention basin or retention pond or other bodies of water within the development to maintain all grass at yard height of no more than 4" tall to the water's edge or within the basin itself by mowing or weed eating. This action of maintaining grass around the retention edge shall be the bordering / adjoining lot owner's responsibility whether or not the lot boundary touches in the basin or water's edge or a trail is between the basin or water's edge and the property owner's boundary. Failure of the bordering / adjoining lot owner to maintain grass as described or within the basin itself if so needed will result in the Developer, or its successor, or the Association having the aforementioned area mowed or cleared and collect per occurrence the cost of such, plus 50%, from the lot owner.

No lot owner of a vacant lot or owners of adjoining lots to vacant lots may deposit trash, dirt, yard refuse, construction material or any form of debris or material that would affect the appearance or impair the process of mowing and maintaining said lot. If such event does occur and lot owner will not remove said materials the Developer or its successor may remove said material collect the cost of such, plus 50%, from the lot owner.

6. Minimum Square Footage: All residences shall be single family structures only and shall be either one story, one and one-half story, or two story single family structures and shall contain a minimum living area (as calculated by ANSI Standard square footage-method of calculation) exclusive of porches, basements (whether finished or not), attics, carports and garages as follows:
  - a. 1,100 square feet for one story structures.
  - b. 1,300 square feet for one and one-half story structures.
  - c. 1,450 square feet for two story structures.

Split Foyer or Multi-level entrance designs are subject to approval by the Developer or its successor and shall be in the Developer or its successor's sole discretion whether to approve or not to approve such floor plan designs

All home plans and specifications must be approved in writing by the Developer or its successor before commencement of construction including excavation. Regardless of square footage, the Developer or its successor shall have the right in its sole discretion to approve or not to approve any plans and specifications for homes or buildings which are deemed by it as suitable or unsuitable to the overall development plan.

7. Improvements: No appurtenance, improvement or other permanent structure shall be constructed or placed on any lot without prior written approval from the Developer or its successor. Such permanent structures include, but are not limited to, pools, fences, gazebos, storage facilities, detached garage, etc. The following shall apply to all improvements constructed upon any lot in the subdivision:
- a. All residences must have a minimum two car garage attached or a two car built-in to the main dwelling.
  - b. All driveways and parking areas shall be constructed of concrete or bituminous asphalt and completed before occupancy of residence.
  - c. No continuous overnight parking is allowed on the streets of the subdivision. All homes must have adequate off street parking.
  - d. Construction of the residence must be completed within twelve (12) months of commencement of construction.
  - e. Occupancy of a residence under construction before total completion of construction is prohibited.
  - f. Every house must have a continuous masonry or poured cement foundation and poured cement footer.
  - g. Every house must have a central heating and air conditioning system and no window or through the wall heating or air conditioning units shall be allowed.
  - h. The outside of any house, garage or outbuilding etc. constructed in Magnolia Pointe Subdivision, Phase 4 shall be brick veneer, natural stone, cultured stone (all materials must be approved in writing by the Developer or its successor with submission of plans per paragraph 3), vinyl siding or "Hardy Plank" siding. All homes constructed within the subdivision shall be encased in brick from the point of where vinyl siding (or wall coverings) ends to grade ("Brick to Grade" or "Brick Skirt") including the rear of the home. The aforementioned wall coverings shall be permitted in combination with brick or stone, with the Developer or its successor approving in writing per plan approval process of paragraph 3 prior to commencement of construction including excavation.

Materials prohibited on the exterior include, without limitation, exposed concrete block (with the exception of the rear per the aforementioned paragraph) including retaining walls (provided that retaining walls may be constructed of decorative engineered retaining wall block), siding composed of fibers or asphalt, tar paper siding, asphalt or asbestos cement shingles, or any plywood or wood composite material. The Developer or its successor shall retain the right in its sole discretion to approve in writing use of any modern materials which would otherwise be prohibited by this restriction if it determines that the use of said material would be suitable and consistent with the overall development plan of the subdivision.

i. All dwelling fronts must be properly landscaped, and proportionately installed across the entire front of the home, with a combination of shrubs and / or trees. The yard area must be completely sodded or seeded and strawed as well as landscaped within 90 days after completion of construction. All yards shall be maintained in a mowed, clean and neat condition at all times. If a yard is not maintained, the Developer, its successor or the Association shall have the right to take action to maintain the yard and to collect the cost of doing so, plus 50%, from the owner of the offending lot.

j. All unattached garages, outbuildings or any other structures shall be located to the rear of the principal dwelling. The rear meaning: no closer to the street than the rear corner of the house, which, with regard to houses on corner lots, shall mean no closer to the street than the side rear corners of the house or in any other location which in the discretion of the Developer or its successor impairs the aesthetics and design of the subdivision. All unattached garages, outbuildings or any other structure shall be constructed of the same materials and in the same architectural style as the main dwelling, and must be approved in writing by the Developer or its successor before commencement of any construction including excavation per paragraph 3.

8. Set Back Building Lines: Front, side and rear setback building lines are hereby established as shown on the plat as established by the applicable zoning and subdivision control ordinances.

9. Sidewalks: Each lot owner in Magnolia Pointe Subdivision, Phase 4, other than the Developer or its successor, shall be responsible for constructing and maintaining a concrete sidewalk four inches thick by four feet in width for the entire street frontage of the lot. Sidewalks shall be constructed in accordance with all applicable building codes, laws, and regulations, including without limitation the Americans with Disabilities Act, as amended, and shall be located at a distance from the curb as shown on the plat. Each sidewalk shall be placed in a manner so as to be compatible with existing curbs and driveways, and shall be compatible and uniform with adjoining sidewalks. In the event construction of a residence is not commenced within 12 months after conveyance of a lot by the Developer or its successor, the owner of such lot shall then install the sidewalk on said lot. If the owner fails to do so, the Developer, its successor, or the Association shall have the right to do so and collect its cost of doing so, plus 50%, from the owner of said lot.

10. Commencement of Construction: Construction of the residence on each lot must begin within 12 months from the date the Developer or its successor conveys the lot and completion of the residence must occur within 12 months after the commencement of construction. Occupancy of the residence is prohibited until completion of the residence, driveways, and sidewalks.
11. Manufactured Homes: Pre-fabricated, manufactured, pre-cut, or mobile homes are prohibited and all buildings shall be wholly site-built; provided that use of panel walls or preconstructed panels shall not constitute a violation of this restriction.
12. Street or Development Damage: Anyone cutting into or tunneling under or damaging in any manner the streets, curbs, sidewalks, or any road or street serving the development and anyone damaging or in any way altering or affecting any storm or sanitary sewer, shall repair and restore the sewer, streets, curbs, sidewalks, or roads to their original condition, all at such person's own risk and expense, including, without limitation, builders and owners. In the event such repairs are not made by such person within 10 days of receiving notice of such damage from the Developer, its successor, or the Association; the Developer or its successor or the Association shall have the right but not the obligation to make such repairs, and in such event shall be entitled to recover its cost in doing so, plus 50%, from the owner of the lot conducting the work which caused such damage. This statement shall not be construed as a grant of permission or consent by the Developer and shall not create any liability on the Developer.
13. Division of Lots: No lot may be further subdivided, nor may more than one residence be located on one lot, and no portion of a lot shall be sold, leased, used as an easement or otherwise dedicated or used for a street or access through and to adjoining farms or lands unless constructed and platted by the Developer or its successors.
14. Fences: No fence of any type or shrubbery wall or hedge shall be erected closer to the street than the rear corner of the house, which, with regard to houses on corner lots, no closer to the street than the side rear corners of the house, or in any location which in the discretion of the Developer or its successor impairs the aesthetics and design of the subdivision. Chain link fences or animal runs or enclosures are prohibited. All types and locations of fences must be approved in writing by the Developer or its successor before beginning construction of said fence. All required approval or rejection shall be made by the Developer or its successor in writing within twenty (20) days after receipt of the plans and other required information.
15. Mailboxes: All mailboxes shall be the Developer's design for the purpose of consistency throughout the development. To maintain consistency, each homeowner will purchase the approved mailbox design from the Developers supplier or designated suppliers.
16. Outdoor Devices, Recreational Equipment and Basketball Goals: Outside clothes lines, citizens and short-wave or "ham" or other radio antennas and television antennas are prohibited. Television satellite dishes, reception devices, playground or recreational

equipment, outdoor cooking equipment, etc. (Basketball Goal exception 16(a)) to remain always to the rear of the dwelling, which shall mean no closer to the street than the rear corners of the house, and shall not be located in side yards. With regard to houses on corner lots, no closer to the street than the side rear corners of the house. Any satellite dish ground mounted shall be concealed from view with landscaping. No satellite dish shall be greater in diameter than 24 inches.

- a. No basketball goals shall be placed on the street (or in the right of way) in front of the residences. Basketball goals maybe permanently or temporarily installed adjoining the driveway area or in the rear of the residence. The backboard of any basketball goal permanently or temporarily installed must be made of fiberglass. Basketball goals mounted on the home are prohibited.
- b. The placement of outdoor devices on corner lots must be approved in writing by the Developer or its successor before installation. All required approval or rejection shall be made by the Developer or its successor in writing within seven (7) days after receipt of the plans and other required information.

Plastic and fiberglass lawn ornaments are prohibited and all other outdoor ornaments shall be consistent with the architecture of the residence and shall be aesthetically pleasing.

17. Gardens: Vegetable gardens or other cultivation shall be permitted only after completion of a residence and shall be located to the rear of the residence and not facing any street. No vegetable gardens shall be allowed on corner lots without a 6 foot privacy fence around the perimeter of the entire rear yard and preventing view from the street. Said fence shall follow paragraph 14 of these restrictions.

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Firewood stockpiles shall be maintained in the rear of the residence and out of sight from any street.

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20. Commercial Vehicles and RV's: All motor homes, boats, travel trailers, utility trailers, and other such items must be kept in the rear of the residence in an inconspicuous area and out of sight from any street. If an inconspicuous area, meaning out of sight from any street, is not obtainable, then such items are prohibited or must be stored in a garage. The Developer or its successor shall have sole discretion to determine whether a particular

storage location shall be considered inconspicuous, and the Developer's or its successor's written approval for such storage must be obtained before storing any such item. All required approval or rejection shall be made by the Developer or its successor in writing within twenty (20) days after receipt of the storage plans and other required information.

No semi-tractor trucks, semi-trucks, semi-tractor trailers, heavy duty trailers, box trucks, heavy commercial or service vehicle shall be permitted to park temporarily or permanently on any lot and is prohibited unless fully enclosed in a garage. This is not a prohibition of the Developer to carry forth the business of construction throughout the development.

21. Signs: No signs, billboards, or advertising devices of any kind, except for signs advertising the sale of a home or lot or a model home of the Developer or such builders as may be approved by Developer or its successor shall be erected or maintained on any lot or building and any decorative signs naming of the development.
22. Animals: No animals, livestock and/or poultry of any kind shall be raised, bred or kept upon any lot. Dogs, cats, and household pets are permitted, provided that they do not constitute a disturbance or nuisance to others in the subdivision. All property owners are responsible for keeping their pets on their property, and owners with outdoor pets at minimum must have underground invisible pet fences. No pet housing, walks, pens shall be erected or placed on any lot without prior written approval by the Developer or its successor and shall not be visible from any street.
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24. Excavation: During construction, all dirt and rock excavated and not used on any lot shall be deposited on other lots in Magnolia Pointe Subdivision as the Developer or its successor shall direct at lot owner's expense. However, the Developer shall have the right to refuse such fill, in which event the fill will be properly disposed of by the owner of said lot at the owner's expense.
25. Utilities: Utility connections to all residences and other structures, including without limitation telephone, cable television and electric power connections, and any other types of wire or cable, shall be placed underground from service lines and no overhead lines or poles are permitted.
26. Propane and Gas Tanks: Propane tanks or other gas tanks shall be stored in the rear of the residence and concealed so that the same will not be visible from any street or from adjoining properties. If Natural Gas is available, propane tanks shall be prohibited.
27. Swimming Pools: Swimming pools shall be in-ground pools only, and shall be located to the rear of the building, which shall mean no closer to the street than the rear corners of the house, and shall not be located in side yards, which, with regard to houses on corner

lots, no closer to the street than the side rear corners of the house, or in any location which in the discretion of the Developer or its successor impairs the aesthetics and design of the subdivision. The placement of a pool on any lot must be approved in writing by the Developer or its successor before commencement of construction including excavation. All required approval or rejection shall be made by the Developer or its successor in writing within seven (20) days after receipt of the plans and other required information. All pool fences shall follow paragraph 14 of these restrictions.

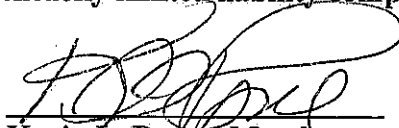
28. Nuisances: No obnoxious or offensive activity shall be conducted on any lot or street and nothing shall be done which may become an annoyance or nuisance to the neighbors or the neighborhood.
29. Plat of Record: All lots are subject to any utility and other easements and restrictions shown on the plat of the subdivision found in the Madison County Court Clerk's Office. All restrictions contained herein shall run with the land and be binding upon and inure to the benefit of all owners of lots in Magnolia Pointe Subdivision, and their heirs, successors and assigns.
30. Outdoor Burning: No lot owner or any other person other than the Developer shall at any time conduct outdoor burning of any type after occupancy of a residence.
31. Model Home: The Developer or its successor, or any builder authorized in writing by the Developer or its successor, shall be allowed to construct a model home or homes in the subdivision for the purpose of sales and promotion of the development.
32. Off Road Vehicles: No use of off road vehicles, such as all-terrain vehicles (ATVs) and off road motorcycles, shall be permitted anywhere in the subdivision, except by the Developer, its successor, or its contractors.
33. Nature Trails: In the event of the construction of any walking or nature trails in the subdivision by the Developer, the permitted uses of said trails shall be determined by the Developer, its successor, or the Homeowners' Association.
34. Enforcement: Either the Developer, its successor, the Homeowners' Association, or any lot owner, at any time, may enforce the restrictions and covenants herein contained by appropriate legal procedure. The purchaser of any lot agrees upon acceptance of the deed to abide by any and all of these restrictions. Invalidity of any provision of these restrictions shall not affect any other provision herein, all of which shall remain in full force and effect.

Should enforcement of these restrictions result in the filing of a lien or result in litigation, the party enforcing the restrictions shall be entitled to recover its court costs, filing/recording fees and reasonable attorney fees from the party upon which the restrictions are being enforced.

- 35. Waiver: Any failure of the Developer, its successor, the Homeowners' Association, or any owner to enforce any covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor of the right to enforce any other restriction.
- 36. Successor: The Developer at its discretion and at any time, may nominate and appoint a successor, permanent or temporary, for these restrictions.

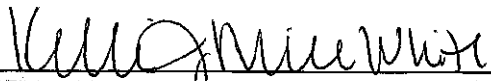
**IN WITNESS WHEREOF**, the Members as authorized signatories for Developer have hereby set forth their signatures this the day and year first stated above.

**Magnolia Development, LLC.**  
**a Kentucky limited liability company**

By:   
 Kevin L. Payne, Member

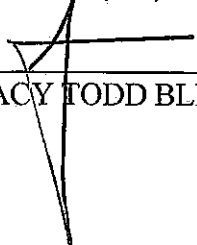
STATE OF KENTUCKY  
 COUNTY OF MADISON

Acknowledged, subscribed and sworn to before me this the \_\_\_ day of May, 2022, by Kevin L. Payne as Member of Magnolia Development, LLC, a Kentucky limited liability company, on behalf of the company.

  
 NOTARY PUBLIC, STATE AT LARGE  
 My commission expires: 3/1/23  
 My Notary ID number: 618376

Prepared by:  
**BLEVINS LAW**  
 400 RICHMOND ROAD N, SUITE C  
 BERA, KY 40403  
 TELEPHONE: (859) 985-5410

**Kelli J. Miller-White, Notary**  
 ID: 618376  
 Exp. 3/01/23

By:   
 TRACY TODD BLEVINS



DOCUMENT NO: 2014037835  
RECORDED: May 21, 2021 11:29:00 AM  
TOTAL FEES: \$65.00  
COUNTY CLERK: KENNY BARGER  
DEPUTY CLERK: BRIAN C ABNEY  
COUNTY: MADISON COUNTY  
BOOK: MC378 PAGES: 602 - 611

Return to Blevins Law

**DECLARATION OF RESTRICTIVE COVENANTS  
MAGNOLIA POINTE SUBDIVISION, PHASE 6**

THIS DECLARATION OF RESTRICTIVE COVENANTS is made effective the 1st day of May, 2021, by **Magnolia Development LLC**, a Kentucky limited liability company, of 138 N. Keeneland Drive Suite E, Richmond, Madison County, Kentucky 40475;

WHEREAS, the undersigned, Magnolia Development LLC, a Kentucky limited liability company, (hereafter "the Developer") is the owner of a certain tract of land situated in Madison County, Kentucky, which land is described as Magnolia Pointe Subdivision, Phase 6, and includes Lots 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, and 165 inclusive, and more particularly described in the Final Plat Magnolia Pointe Phase Six, recorded in Plat Book 29, page 306 in the office of the Madison County Clerk; and

WHEREAS, the undersigned desires to impose upon said Magnolia Subdivision, Phase 6, and each and every lot in Phase 6 of Magnolia Pointe Subdivision described in Plat Book 29, page 306, restrictive covenants for the mutual protection of all persons or entities who may hereafter acquire interest in Phase 6 or ownership of such lots in said subdivision;

NOW, THEREFORE, these protective and restrictive covenants ("restrictions") are hereby executed and recorded for the mutual protection of all persons or entities who shall hereafter own lots in said subdivision known as Magnolia Pointe Subdivision, Phase 6, as shown in Plat Book 29, page 306, and said lots are expressly declared to be and are hereby made subject to the following restrictions and provisions as fully as if this instrument was incorporated in each deed of conveyance for said lots, whether referred to in said deeds or not, which restrictions and covenants shall run with the land and be binding on all owners of said lots, their heirs, personal representatives, successors and assigns, to wit:

All lots in Magnolia Pointe Subdivision, Phase 6 are sold subject to the following restrictions and conditions which shall be considered as covenants running with the land:

1. Architectural Merit and Purpose of Restrictions: It is the intention of these restrictions that only residences of architectural merit, good design, and suitable material shall be

erected in Magnolia Pointe Subdivision, Phase 6, for the preservation of all property values.

2. Homeowners Association: Developer, at its sole discretion, may establish a homeowners' association ("Homeowners' Association," "HOA" or "Association"), namely Magnolia Pointe Homeowners Association, Inc., a Kentucky non-profit corporation, or other suitable name selected by the Developer, the Articles of Incorporation of which will be recorded in the office of the Madison County Clerk.

The owner of each lot in Magnolia Pointe Subdivision, Phase 6 shall be a member of said Homeowners' Association, and membership in said association shall be mandatory for the owner of each such lot. All such owners and members shall be required to abide by the Association's articles, bylaws, rules and regulations, to pay all assessments and membership dues levied by the Association when due. The purposes of said Association shall be as set forth in its Articles of Incorporation and shall include the maintenance, repair and installation of any common areas, common landscaping and entrances, and enforcement of these restrictions and all else deemed within the bounds of the HOA's guidelines or the Board of Directors.

Any assessments levied by the Association shall be used only for purposes generally benefiting the Association and its members, and the Association shall have the right to impose a lien on any lot for which any assessments are not timely paid, which lien shall be evidenced by a lien statement to be recorded by the Association in such form as it may elect which shall be enforceable by way of foreclosure. Nothing herein shall create any lien on any lot in said subdivision, and the Association shall acquire a lien on any such lot only after recording a notice of said lien in the office of the Madison County Clerk.

Developer, or its successor, shall adopt or select the original Articles of Incorporation, Bylaws, Board of Directors and Officers for the Association. Each lot owner of any lot conveyed by the Developer shall be required to pay to the Association annual assessment in such amount established by the Association, subject to Bylaws and rules of the Association regarding such assessments, including specific rules defining the effective date for such assessments and the manner of allocation of assessments against multiple lot owners.

The Developer, Magnolia Development LLC., or its affiliate, or its successor in development, shall not be required to pay any assessments or dues to the Association despite ownership of any lots in this subdivision.

3. Approval of Construction and Site Location Plans: All house plans and plans for any other improvements, including without limit any outbuildings, detached garages, swimming pools, and excavation, must include a specific depiction of the proposed location on said lot of the house and all improvements, and must be approved in writing by the Developer or its successor prior to commencement of any and all construction, including excavation. One (1) complete set of such plans and specifications for

improvements on each lot shall be delivered to and retained by the Developer or its successor. Construction plans shall include front, side, and rear views or as requested by the Developer or its successor and shall also include specific depictions of the proposed locations of all improvements to be made. The plans and specifications shall include all details of construction, materials and styles of materials. All required approval or rejection shall be made by the Developer or its successor or HOA at the time designated by the Developer in writing within twenty (20) days after receipt of the plans and other required information.

4. Single Family Residence Only: These lots shall be used for single family residential purposes only and no commercial, professional, trade or business activities shall be permitted on any lot.
5. Maintenance of Lot: All lots shall be kept clean and the grass mowed at all times prior to commencement of construction and after occupancy of the home. The Developer, or its successor, or the Association may have any offending lot mowed or cleared and collect the cost of such, plus 50%, from the lot owner.

It shall be the responsibility of any lot owner, except the developer, bordering / adjoining any trail to maintain all grass up to the centerline of the trail at yard height of no more than 4" tall. It shall be the responsibility of any lot owner, except the developer, bordering or adjoining a retention basin or retention pond or other bodies of water within the development to maintain all grass at yard height of no more than 4" tall to the water's edge or within the basin itself by mowing or weed eating. This action of maintaining grass around the retention edge shall be the bordering / adjoining lot owner's responsibility whether or not the lot boundary touches in the basin or water's edge or a trail is between the basin or water's edge and the property owner's boundary. Failure of the bordering / adjoining lot owner to maintain grass as described or within the basin itself if so needed will result in the Developer, or its successor, or the Association having the aforementioned area mowed or cleared and collect per occurrence the cost of such, plus 50%, from the lot owner.

No lot owner of a vacant lot or owners of adjoining lots to vacant lots may deposit trash, dirt, yard refuse, construction material or any form of debris or material that would affect the appearance or impair the process of mowing and maintaining said lot. If such event does occur and lot owner will not remove said materials the Developer or its successor may remove said material collect the cost of such, plus 50%, from the lot owner.

6. Minimum Square Footage: All residences shall be single family structures only and shall be either one story, one and one-half story, or two story single family structures and shall contain a minimum living area (as calculated by ANSI Standard square footage-method of calculation) exclusive of porches, basements (whether finished or not), attics, carports and garages as follows:
  - a. 1,100 square feet for one story structures.
  - b. 1,300 square feet for one and one-half story structures.

- c. 1,450 square feet for two story structures.

Split Foyer or Multi-level entrance designs are subject to approval by the Developer or its successor and shall be in the Developer or its successor's sole discretion whether to approve or not to approve such floor plan designs

All home plans and specifications must be approved in writing by the Developer or its successor before commencement of construction including excavation. Regardless of square footage, the Developer or its successor shall have the right in its sole discretion to approve or not to approve any plans and specifications for homes or buildings which are deemed by it as suitable or unsuitable to the overall development plan.

- 7. Improvements: No appurtenance, improvement or other permanent structure shall be constructed or placed on any lot without prior written approval from the Developer or its successor. Such permanent structures include, but are not limited to, pools, fences, gazebos, storage facilities, detached garage, etc. The following shall apply to all improvements constructed upon any lot in the subdivision:
  - a. All residences must have a minimum two car garage attached or a two car built-in to the main dwelling.
  - b. All driveways and parking areas shall be constructed of concrete or bituminous asphalt and completed before occupancy of residence.
  - c. No continuous overnight parking is allowed on the streets of the subdivision. All homes must have adequate off street parking.
  - d. Construction of the residence must be completed within twelve (12) months of commencement of construction.
  - e. Occupancy of a residence under construction before total completion of construction is prohibited.
  - f. Every house must have a continuous masonry or poured cement foundation and poured cement footer.
  - g. Every house must have a central heating and air conditioning system and no window or through the wall heating or air conditioning units shall be allowed.
  - h. The outside of any house, garage or outbuilding etc. constructed in Magnolia Pointe Subdivision, Phase 6 shall be brick veneer, natural stone, cultured stone (all materials must be approved in writing by the Developer or its successor with submission of plans per paragraph 3), vinyl siding or "Hardy Plank" siding. All homes constructed within the subdivision shall be encased in brick from the point of where vinyl siding (or wall coverings) ends to grade ("Brick to Grade" or "Brick Skirt"). The rear of each home is not required to be Brick to Grade but the chosen wall covering to extend to grade with

the minimal exposure of the foundation. The aforementioned wall coverings shall be permitted in combination with brick or stone, with the Developer or its successor approving in writing per plan approval process of paragraph 3 prior to commencement of construction including excavation.

Materials prohibited on the exterior include, without limitation, exposed concrete block (with the exception of the rear per the aforementioned paragraph) including retaining walls (provided that retaining walls may be constructed of decorative engineered retaining wall block), siding composed of fibers or asphalt, tar paper siding, asphalt or asbestos cement shingles, or any plywood or wood composite material. The Developer or its successor shall retain the right in its sole discretion to approve in writing use of any modern materials which would otherwise be prohibited by this restriction if it determines that the use of said material would be suitable and consistent with the overall development plan of the subdivision.

- i. All dwelling fronts must be properly landscaped, and proportionately installed across the entire front of the home, with a combination of shrubs and / or trees. The yard area must be completely sodded or seeded and strawed as well as landscaped within 90 days after completion of construction. All yards shall be maintained in a mowed, clean and neat condition at all times. If a yard is not maintained, the Developer, its successor or the Association shall have the right to take action to maintain the yard and to collect the cost of doing so, plus 50%, from the owner of the offending lot.
  - j. All unattached garages, outbuildings or any other structures shall be located to the rear of the principal dwelling. The rear meaning: no closer to the street than the rear corner of the house, which, with regard to houses on corner lots, shall mean no closer to the street than the side rear corners of the house or in any other location which in the discretion of the Developer or its successor impairs the aesthetics and design of the subdivision. All unattached garages, outbuildings or any other structure shall be constructed of the same materials and in the same architectural style as the main dwelling, and must be approved in writing by the Developer or its successor before commencement of any construction including excavation per paragraph 3.
8. Set Back Building Lines: Front, side and rear setback building lines are hereby established as shown on the plat as established by the applicable zoning and subdivision control ordinances.
  9. Sidewalks: Each lot owner in Magnolia Pointe Subdivision, Phase 6, other than the Developer or its successor, shall be responsible for constructing and maintaining a concrete sidewalk four inches thick by four feet in width for the entire street frontage of the lot. Sidewalks shall be constructed in accordance with all applicable building codes, laws, and regulations, including without limitation the Americans with Disabilities Act, as amended, and shall be located at a distance from the curb as shown on the plat. Each sidewalk shall be placed in a manner so as to be compatible with existing curbs and driveways, and shall be compatible and uniform with adjoining sidewalks. In the event construction of a residence is not commenced within 12 months after conveyance of a lot

by the Developer or its successor, the owner of such lot shall then install the sidewalk on said lot. If the owner fails to do so, the Developer, its successor, or the Association shall have the right to do so and collect its cost of doing so, plus 50%, from the owner of said lot.

10. Commencement of Construction: Construction of the residence on each lot must begin within 12 months from the date the Developer or its successor conveys the lot and completion of the residence must occur within 12 months after the commencement of construction. Occupancy of the residence is prohibited until completion of the residence, driveways, and sidewalks.
11. Manufactured Homes: Pre-fabricated, manufactured, pre-cut, or mobile homes are prohibited and all buildings shall be wholly site-built; provided that use of panel walls or preconstructed panels shall not constitute a violation of this restriction.
12. Street or Development Damage: Anyone cutting into or tunneling under or damaging in any manner the streets, curbs, sidewalks, or any road or street serving the development and anyone damaging or in any way altering or affecting any storm or sanitary sewer, shall repair and restore the sewer, streets, curbs, sidewalks, or roads to their original condition, all at such person's own risk and expense, including, without limitation, builders and owners. In the event such repairs are not made by such person within 10 days of receiving notice of such damage from the Developer, its successor, or the Association; the Developer or its successor or the Association shall have the right but not the obligation to make such repairs, and in such event shall be entitled to recover its cost in doing so, plus 50%, from the owner of the lot conducting the work which caused such damage. This statement shall not be construed as a grant of permission or consent by the Developer and shall not create any liability on the Developer.
13. Division of Lots: No lot may be further subdivided, nor may more than one residence be located on one lot, and no portion of a lot shall be sold, leased, used as an easement or otherwise dedicated or used for a street or access through and to adjoining farms or lands unless constructed and platted by the Developer or its successors.
14. Fences: No fence of any type or shrubbery wall or hedge shall be erected closer to the street than the rear corner of the house, which, with regard to houses on corner lots, no closer to the street than the side rear corners of the house, or in any location which in the discretion of the Developer or its successor impairs the aesthetics and design of the subdivision. Chain link fences or animal runs or enclosures are prohibited. All types and locations of fences must be approved in writing by the Developer or its successor before beginning construction of said fence. All required approval or rejection shall be made by the Developer or its successor in writing within twenty (20) days after receipt of the plans and other required information.
15. Mailboxes: All mailboxes shall be the Developer's design for the purpose of consistency throughout the development. To maintain consistency, each homeowner will purchase the approved mailbox design from the Developers supplier or designated suppliers.

16. Outdoor Devices, Recreational Equipment and Basketball Goals: Outside clothes lines, citizens and short-wave or "ham" or other radio antennas and television antennas are prohibited. Television satellite dishes, reception devices, playground or recreational equipment, outdoor cooking equipment, etc. (Basketball Goal exception 16(a)) to remain always to the rear of the dwelling, which shall mean no closer to the street than the rear corners of the house, and shall not be located in side yards. With regard to houses on corner lots, no closer to the street than the side rear corners of the house. Any satellite dish ground mounted shall be concealed from view with landscaping. No satellite dish shall be greater in diameter than 24 inches.
- a. No basketball goals shall be placed on the street (or in the right of way) in front of the residences. Basketball goals maybe permanently or temporarily installed adjoining the driveway area or in the rear of the residence. The backboard of any basketball goal permanently or temporarily installed must be made of fiberglass. Basketball goals mounted on the home are prohibited.
  - b. The placement of outdoor devices on corner lots must be approved in writing by the Developer or its successor before installation. All required approval or rejection shall be made by the Developer or its successor in writing within seven (20) days after receipt of the plans and other required information.

Plastic and fiberglass lawn ornaments are prohibited and all other outdoor ornaments shall be consistent with the architecture of the residence and shall be aesthetically pleasing.

17. Gardens: Vegetable gardens or other cultivation shall be permitted only after completion of a residence and shall be located to the rear of the residence and not facing any street. No vegetable gardens shall be allowed on corner lots without a 6 foot privacy fence around the perimeter of the entire rear yard and preventing view from the street. Said fence shall follow paragraph 14 of these restrictions.
18. Junk and Materials: The storage of junk, scrap, inoperable motor vehicles and/or materials of any kind, other than firewood, is prohibited. Any material not prohibited must be kept to the rear of the residence, out of sight from any street, and in a clean and orderly manner.

Firewood stockpiles shall be maintained in the rear of the residence and out of sight from any street.

19. Temporary Residences or Structures: No motor home, travel trailer, basement, tent, shack, garage, storage shed or mobile home shall be used at any time as a temporary or permanent residence. This is not a prohibition upon the Developer or its successor for the purpose of construction of the development.

20. Commercial Vehicles and RV's: All motor homes, boats, travel trailers, utility trailers, and other such items must be kept in the rear of the residence in an inconspicuous area and out of sight from any street. If an inconspicuous area, meaning out of sight from any street, is not obtainable, then such items are prohibited or must be stored in a garage. The Developer or its successor shall have sole discretion to determine whether a particular storage location shall be considered inconspicuous, and the Developer's or its successor's written approval for such storage must be obtained before storing any such item. All required approval or rejection shall be made by the Developer or its successor in writing within twenty (20) days after receipt of the storage plans and other required information.

No semi-tractor trucks, semi-trucks, semi-tractor trailers, heavy duty trailers, box trucks, heavy commercial or service vehicle shall be permitted to park temporarily or permanently on any lot and is prohibited unless fully enclosed in a garage. This is not a prohibition of the Developer to carry forth the business of construction throughout the development.

21. Signs: No signs, billboards, or advertising devices of any kind, except for signs advertising the sale of a home or lot or a model home of the Developer or such builders as may be approved by Developer or its successor shall be erected or maintained on any lot or building and any decorative signs naming of the development.
22. Animals: No animals, livestock and/or poultry of any kind shall be raised, bred or kept upon any lot. Dogs, cats, and household pets are permitted, provided that they do not constitute a disturbance or nuisance to others in the subdivision. All property owners are responsible for keeping their pets on their property, and owners with outdoor pets at minimum must have underground invisible pet fences. No pet housing, walks, pens shall be erected or placed on any lot without prior written approval by the Developer or its successor and shall not be visible from any street.
23. Trash Disposal: Garbage cans or other refuse receptacles shall be stored in the rear of the residence and concealed so that the same will not be visible from any street or from adjoining properties.
24. Excavation: During construction, all dirt and rock excavated and not used on any lot shall be deposited on other lots in Magnolia Pointe Subdivision as the Developer or its successor shall direct at lot owner's expense. However, the Developer shall have the right to refuse such fill, in which event the fill will be properly disposed of by the owner of said lot at the owner's expense.
25. Utilities: Utility connections to all residences and other structures, including without limitation telephone, cable television and electric power connections, and any other types of wire or cable, shall be placed underground from service lines and no overhead lines or poles are permitted.



26. Propane and Gas Tanks: Propane tanks or other gas tanks shall be stored in the rear of the residence and concealed so that the same will not be visible from any street or from adjoining properties. If Natural Gas is available, propane tanks shall be prohibited.
27. Swimming Pools: Swimming pools shall be in-ground pools only, and shall be located to the rear of the building, which shall mean no closer to the street than the rear corners of the house, and shall not be located in side yards, which, with regard to houses on corner lots, no closer to the street than the side rear corners of the house, or in any location which in the discretion of the Developer or its successor impairs the aesthetics and design of the subdivision. The placement of a pool on any lot must be approved in writing by the Developer or its successor before commencement of construction including excavation. All required approval or rejection shall be made by the Developer or its successor in writing within seven (20) days after receipt of the plans and other required information. All pool fences shall follow paragraph 14 of these restrictions.
28. Nuisances: No obnoxious or offensive activity shall be conducted on any lot or street and nothing shall be done which may become an annoyance or nuisance to the neighbors or the neighborhood.
29. Plat of Record: All lots are subject to any utility and other easements and restrictions shown on the plat of the subdivision found in the Madison County Court Clerk's Office. All restrictions contained herein shall run with the land and be binding upon and inure to the benefit of all owners of lots in Magnolia Pointe Subdivision, and their heirs, successors and assigns.
30. Outdoor Burning: No lot owner or any other person other than the Developer shall at any time conduct outdoor burning of any type after occupancy of a residence.
31. Model Home: The Developer or its successor, or any builder authorized in writing by the Developer or its successor, shall be allowed to construct a model home or homes in the subdivision for the purpose of sales and promotion of the development.
32. Off Road Vehicles: No use of off road vehicles, such as all-terrain vehicles (ATVs) and off road motorcycles, shall be permitted anywhere in the subdivision, except by the Developer, its successor, or its contractors.
33. Nature Trails: In the event of the construction of any walking or nature trails in the subdivision by the Developer, the permitted uses of said trails shall be determined by the Developer, its successor, or the Homeowners' Association.
34. Enforcement: Either the Developer, its successor, the Homeowners' Association, or any lot owner, at any time, may enforce the restrictions and covenants herein contained by appropriate legal procedure. The purchaser of any lot agrees upon acceptance of the deed to abide by any and all of these restrictions. Invalidation of any provision of these

restrictions shall not affect any other provision herein, all of which shall remain in full force and effect.

Should enforcement of these restrictions result in the filing of a lien or result in litigation, the party enforcing the restrictions shall be entitled to recover its court costs, filing/recording fees and reasonable attorney fees from the party upon which the restrictions are being enforced.

35. Waiver: Any failure of the Developer, its successor, the Homeowners' Association, or any owner to enforce any covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, nor of the right to enforce any other restriction.
36. Successor: The Developer at its discretion and at any time, may nominate and appoint a successor, permanent or temporary, for these restrictions.

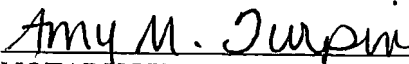
IN WITNESS WHEREOF, the Members as authorized signatories for Developer have hereby set forth their signatures this the day and year first stated above.

Magnolia Development, LLC  
a Kentucky limited liability company

By:   
Kevin L. Payne, Member

STATE OF KENTUCKY  
COUNTY OF MADISON

Acknowledged, subscribed and sworn to before me this the \_\_\_\_ day of May, 2021, by Kevin L. Payne as Member of Magnolia Development, LLC, a Kentucky limited liability company, on behalf of the company.



NOTARY PUBLIC, STATE AT LARGE

My commission expires: 6-17-21

My Notary ID number: 581334

Prepared by:

**BLEVINS LAW**

400 RICHMOND ROAD N, SUITE C

BEREA, KY 40403

TELEPHONE: (859) 985-5410

By:   
TRACY TODD BLEVINS



MADISON<sup>10</sup> COUNTY

MC378 PG611