

**BK 1548 PG 953 - 957**

**DECLARATION OF RESTRICTIONS FOR**  
**MAGNOLIA GARDENS SECTION 1**

**THIS DECLARATION OF RESTRICTIONS FOR MAGNOLIA GARDENS SECTION I**, is made and entered into this 27<sup>th</sup> day of February, 2023, by Will Harris Homes, LLC, the Owner and Developer of MAGNOLIA GARDENS SECTION I Subdivision as shown on the Plat of record in Plat Cabinet I, Sheet 7022 in the Hardin County Clerk's office. The aforesaid Owner and Developer does hereby establish the following restrictions as to the use, development, and occupancy of all lots in Section I of said subdivision, to wit:

1. Each lot shall be used for private single-family residential purposes only. No structure shall be erected, placed or permitted to remain on any lot except a single-family dwelling designed for the occupancy of one family and containing not less than a two-car garage for the sole use of the owner and occupants of the lot. Only one such residential structure is permitted per lot.
2. Easements for the installation and maintenance of utilities and for drainage are reserved as shown on the recorded subdivision plat, and no structures or plantings shall be so located as to obstruct the free and clear use of said easements for the purposes intended.
3. Review and approval of the plans for the construction of any dwelling upon any lot located within the subdivision must be obtained prior to construction from the Developer or its agent: Will Harris Homes, LLC, or its successors or assigns. Unless specifically waived and permitted by Will Harris Homes, LLC, in writing, all homes in the subdivision shall be constructed by Will Harris Homes, LLC.
4. No structure of a temporary nature shall be used on any lot at any time as a residence, either temporarily or permanently.
5. No outbuilding may be constructed on any lot.
6. Prefabricated houses will not be permitted to be constructed or placed on any lot.
7. All rooflines must have a 5-12 pitch minimum.
8. Large, exposed foundation will not be allowed after final grade. It is acceptable on extreme grade changes to have minor, under 30 square feet, foundation exposure.
9. No residence or other structure shall be placed upon any lot closer than the building line for said lot as shown by the recorded plat.
10. No trade or business of any kind and no professional practice shall be conducted upon any lot within the subdivision. However, the developer may maintain a model home with an office. Model home must be discontinued within 90 days of final home being sold in development.

11. No offensive or noxious activity shall be carried on or permitted upon any lot, nor shall anything be done which may become an annoyance or nuisance to the neighborhood.
12. No animals, livestock, or poultry shall be raised, bred, or kept upon any lot except dogs, cats, or other household pets may be kept, provided that they are not maintained for any commercial purposes. All animal owners must adhere to established leash laws. Animal feces must be collected and removed by animal owners.
13. All driveways must be poured concrete and completed as part of construction of the residence.
14. All utility lines shall be underground from the property line to any structure.
15. No satellite dish or other similar-type structure shall be permitted within view of any street.
16. No fencing, other than invisible/underground pet fence, is permitted in the subdivision except that installed by the Developer or its Agent.
17. No pools or trampolines shall be allowed. Any playsets, basketball goals, or other yard structures must be approved by Developer or Homeowners Association after transferred governance. Playsets and such, if approved, shall be located in back yards only.
18. No automobile shall be parked upon any lot or street. Personal vehicles should be always housed in garage or on driveway. No trailer, truck, motorcycle, commercial vehicle, recreational vehicle, camper trailer, camping vehicle, boat, or the like shall be kept on any lot unless it is housed in a garage.
19. No signs of any kind shall be displayed to the public view on any lot except a sign advertising the property for sale or rent or signs used by the builder to advertise the property during the construction and sale.
20. There shall be a maximum construction period for each dwelling not to exceed one year from the start to completion, unless consent is obtained from the Developer, its successors, or assigns, which consent shall not be unreasonably denied.
21. Any vacant lot shall be mowed three times per year. No grass clippings or residue shall be left on the street.
22. No gardens shall be allowed on any lot in the subdivision. Lot owners may not supplement the landscaping of their homes other than with potted, seasonal plants.
23. Landscaping and grass are not warrantied in any capacity by Developer, Builder or Homeowners Association. It is the responsibility of each lot owner to water and control health of yards and landscaping. (See section "iii" of Homeowners Association for further details and information.)
24. Each owner of a lot shall at his sole cost and expense repair his residence, keeping same in a condition

comparable to the condition of each residence at the time of its initial construction, excepting only normal wear and tear.

25. Any alterations, renovations, or additions to homes that change the exterior materials or building footprint shall be subject to plan approval by the Developer or, if the Developer has transferred governance of the Homeowner's Association to the homeowners pursuant to Paragraph 27, by the Homeowners Association.
26. Garbage service for the subdivision shall be with a contractor of the Developer's choosing. It is acknowledged and agreed by owners in the subdivision that a dedicated day of garbage pickup adds to the aesthetics and enjoyment of a planned subdivision and all lot owners agree and consent to the Developer's or Homeowner's Association's choice of a single garbage pickup provider which shall be provided on one day during the week. Garbage cans utilized by homeowners shall be stored in an area that is not visible from the street. Homeowners shall be responsible for garbage fees associated with the garbage service of Developer's choosing.
27. All owners, defined as being the record title holders, of lots in The MAGNOLIA GARDENS Subdivision, Section I shall be members of **The Magnolia Gardens Homeowners Association**, which Homeowners Association has been formed for the protection, maintenance, and improvement of the subdivision and its common areas, and said owners shall pay all assessments, fees and dues duly adopted by the Homeowners Association according to its bylaws. The requirement of membership shall be a covenant running with the land and shall be binding upon all owners for the full period of time they own a lot or lots in said subdivision.

**The Magnolia Gardens Homeowners Association**

The Homeowners Association (herein after "HOA") shall be entitled to file a lien against the lot of any owner who fails to pay dues duly adopted by the Homeowners Association in the time specified by the Homeowners Association, collect the same through the Hardin Circuit or District Court and be entitled to collect its reasonable attorney's fees and court costs. The Homeowners Association may use the Homeowners Association fees for, but not limited to, the following purposes:

- i) For maintenance and utility costs of common areas for the general use of owners and occupants in the subdivision. For mowing of all grass areas in the subdivision, including the grass in the common areas of the subdivision as well as the grass on individual lots. This includes the USPS postal station and immediate vicinity.
- ii) Minimal yard treatments (Typically 4) and 1 annual trimming of landscaping. Lot owners may not supplement the landscaping of their homes other than with potted, seasonal plants. Other landscaping trimming and maintenance of rock in those areas will be Owner's responsibility.
- iii) For caring for vacant or untended land, if any, included in the subdivision, and to keep the same in neat and in good order.
- iv) For taxes or other assessments that may be levied by any public authority upon common areas for the general use of owner of lots in the subdivision.

- v) The Homeowners Association need not duplicate and does not obligate itself hereby to provide any of the services mentioned hereinabove as may or can be provided by some governmental authority.
- vi) The initial Homeowners Association dues shall be at least \$1200.00 per year. Dues shall be subject to increase or decrease by a decision of the majority of the members of the Homeowner's Association once the Homeowner's Association stands on its own as provided herein and shall be subject to increase prior to that event by resolution adopted by the Developer or its agent, Will Harris Homes, LLC. Dues shall be paid in full annually by March 1<sup>st</sup>. New home sales will include prorated dues paid at time of closing/purchase. These properties will abide by the March 1<sup>st</sup> deadline beginning the following year.
- vii) In the event of a need for repair to a common area of the subdivision, the Homeowners Association, the Developer or its agent, Will Harris Homes, LLC, may issue a pro-rata assessment for reasonable and necessary expenses of common area repair or maintenance above and in addition to the per lot Homeowners Association dues. In the event of such assessment, it shall be communicated in writing to all lot owners and any such assessment shall be paid within 30 days of receipt of written notice thereof.

***The Developer and its agent, Will Harris Homes, LLC, shall be exempt from and not required to pay Homeowners Association dues. Lots owned by the Developer shall be exempt and may be mowed or bush hogged in compliance with City codes.***

These restrictions may be enforced by the Developer or its successors and assigns, and in the event any lot owner fails to comply with the restrictions, and such failure can reasonably be corrected by the Developer, the Developer, its successors or assigns, may do so and the lot owner shall immediately pay the full cost of any such corrective action.

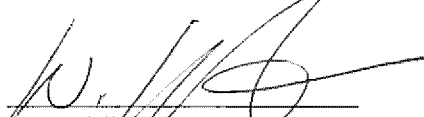
The Developer, Will Harris Homes, LLC, shall initially govern and control as the Developer and as owner of a majority of the lots in the subdivision, all decisions reserved to the Developer in these restrictions, including governance of the Homeowners Association. The Homeowners Association may be, but is not compelled to be, turned over to the lot owners of the subdivision any time after 75% of the lots in the subdivision have been conveyed from the Developer to individual lot owners. Until such time as that governance is turned over, Will Harris Homes, LLC shall govern the Homeowners Association and any rights and responsibilities it has hereunder. When Developer, Will Harris Homes, LLC, or its successors or agents desire to transfer governance of the Homeowners Association, the Owners shall have 60 days to elect a board or slate of officers and take over the Association. Otherwise, the Homeowner's Association and all its accounts shall be dissolved.

- 28. These covenants and restrictions shall run with the land and shall be binding on all parties claiming title to or interest in said.
- 29. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violations or to recover damages, including reasonable attorney's fees and court costs.

30. Invalidity of any one of these covenants and restrictions shall in no way affect any of the other provisions which shall remain in full force and effect.

**IN WITNESS WHEREOF**, witness the signatures of the following, who are the sole lot owners of Magnolia Gardens Section 1, located in Elizabethtown, Hardin County, Kentucky.

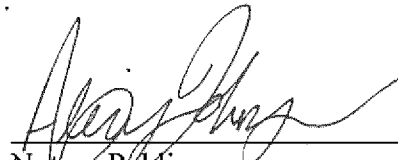
**Will Harris Homes, LLC:**

  
By: William Harris, Member

**STATE OF KENTUCKY**

**COUNTY OF HARDIN**

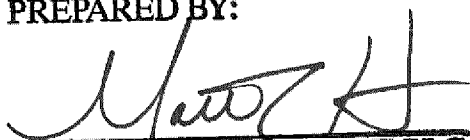
Subscribed, sworn to, and acknowledged before me by **William Harris, Member of Will Harris Homes, LLC**, this 27<sup>th</sup> day of February, 2023.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:  
ID:



ALEXIS L. JOHNSON  
NOTARY PUBLIC  
ID # KYNP59612  
MY COMM. EXPIRES 09/26/2026

**PREPARED BY:**

  
\_\_\_\_\_  
**BELL, HESS & VAN ZANT, PLC**  
2819 Ring Road, P.O. Box 844  
Elizabethtown, KY 42702

I, Brian D. Smith, County Clerk of Hardin County, Kentucky, hereby certify that the foregoing instrument has been duly recorded in my office.

  
By: MERANDA CASWELL, dc