

DECLARATION OF COVENANTS AND RESTRICTIONS FOR
MAGNOLIA FARMS SUBDIVISION

THIS DECLARATION OF COVENANTS AND RESTRICTIONS made and entered into this _____ day of _____, 2012, by Magnolia Farms, LLC, the owner of all lots in Magnolia Farms Subdivision, which has been platted and is of record in Plat Cabinet 1, Sheet _____ in Hardin County Clerks Office. Magnolia Farms, LLC, does hereby establish the following restrictions and covenants for the use, development, and occupancy of all lots in said subdivision, to wit:

1. No lot shall be used except for private single-family residential purposes. No structure shall be erected, placed, altered, or permitted to remain on any lot except one single-family dwelling designed for the occupancy of one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height as measured from the front elevation of the lot.
2. No lot shall be re-divided so as to construct more than one residence on any single lot.
3. Easements for the installation and maintenance of utilities and for drainage are reserved as shown in 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 unless release is so mentioned in said deed.
4. A 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 Magnolia Farms, LLC, which approval shall not be unreasonable withheld. Developer maintains the right to make copy of plans at the Developer's expense. The detailed plans and specifications shall include all details of construction and materials including without limitation the color of the brick and/or paint to be used on the exterior, and the style of roof shingles. Bedford stone, Tennessee stone or similar stone shall not be permitted unless a photograph or sample of the particular stone has been approved by the Developer; and roof shingles shall be architectural dimensional type shingles. Other types of roof material or shingles may be approved by the Developer in its sole and uncontrolled discretion.
5. All exterior building material shall be masonry, which materials shall extend to the ground level on all sides of the building; provided, however, that windows and doors shall be of standard material; and provided further that the Developer may approve material; and provided further that the Developer may approve other materials than those listed herein, if such approval is given in writing. Certain wood products may be acceptable as exterior building material, but shall require the prior written approval of the Developer. Harmony among the residences in the Subdivision is acknowledged as a goal of all parties.
6. Construction of a home on any lot must be concluded within 18 months of the start of construction. Owner shall deposit \$1,000 with Developer to provide for construction cleanup of

streets, which shall be refunded to owner upon completion of construction if Developer does not incur any such costs during construction. Within 30 days of construction on the lot being completed, or upon being otherwise approved by the Developer, lot lawns shall be sown except only for the building area, driveways, patios, and sidewalks.

7. As construction of the improvements is completed, each lot shall be landscaped with the minimum number of shade trees in the area between the sidewalk and curb required by the Developer.

8. No structure of a temporary nature shall be used on any lot at any time as a residence, either temporarily or permanently.

9. Prefabricated houses will not be permitted to be constructed or placed on any lot.

10. The main above-ground floor area of any single-family residence (exclusive of porches, basements, attics and garages) shall not be less than 2,400 square feet for a one story or ranch-style dwelling. Any residence of one & one-half or two stories shall not be less than 3,000 square feet with a minimum of 1800 square feet on the main above ground floor area. Square footage shall be measured by the exterior dimensions of the outside main walls, and shall not include the area of any porches, garages, breezeways or finished basement areas. All homes will be required to have a HERS rating of 65 or less. The developer will provide a complimentary analysis and rating of each home by a certified Resnet energy professional.

11. A minimum 2 car garage must be attached with either rear-entry or side-entry and must be part of the main residence. All garages must be constructed of the same or similar material as the residence and attached garage entrances cannot face the street. No single-car garages and no carports shall be permitted. Any outbuilding constructed on a lot must be located to the rear of the lot and the exterior must be of same or similar materials as the residence.

12. All roof-lines must have an 8-12 pitch minimum unless otherwise approved by the Developer in writing.

13. Exposed foundations will not be allowed after final excavation.

14. All driveways must be constructed of cement concrete and completed within three months from completion of construction of the residence unless otherwise approved by Developer.

15. 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.

16. A lot owner shall, at his own expense, maintain any and all drainage ditches abutting the lot owner's property, even though same may be within the road or utility easements. Within six months after the completion of construction of a residence upon any lot, the owner thereof shall

construct on said lot a sidewalk conforming to the regulations and requirements of the Elizabethtown Planning and Zoning Commission. If said sidewalks are not required by the Elizabethtown Planning and Zoning Commission and its regulations, and the Developers are relieved of any obligation to construct sidewalks, the foregoing restriction and requirement shall not be applicable.

17. All utility lines shall be underground from the property line to any structure.

18. Lot owners cutting into or tunneling under or damaging in any manner the streets, sidewalks, or roads serving the Unit, and anyone damaging or in any way altering or affecting any storm or sanitary sewer, shall repair and restore the sewer, streets, sidewalks, or roads to their original condition, all at such owner's own risk and expense. This paragraph shall not be construed as a grant of permission or consent by the Developer and shall not create any liability on the Developer.

19. No satellite dish or other similar-type structure shall be permitted unless hidden or screened from view of any street or any other residence within the subdivision. Only satellite dishes of one (1) meter in diameter or less may be used.

20. Any fence shall be restricted to the rear yard area of each lot and shall not be placed further forward than the front lot line of the foundation of the house erected thereon. Any fence erected shall be primarily of stone, brick, rock, decorative wrought iron, or black ornamental aluminum, and all fences must be approved by the Developer. No chain link fencing of any kind will be allowed.

21. Only in-ground swimming pools will be allowed. No pools shall be allowed that are constructed above ground level. No construction of swimming pools shall be commenced until approved in writing by Developer. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to Developer for approval. There shall be no increase in drainage to other properties permitted as a result of construction, nor shall there be an increase in drainage to the properties during such construction. No swimming pool shall extend beyond side dimensions of the primary permanent residential structure **without written prior approval of plans by the Developer**. Decorative wrought iron fencing shall be allowed around pool area without approval of the plan by Magnolia Farms, LLC.

22. No automobile which is not in running condition shall be parked upon any lot or street, unless housed in owner's garage. Each lot shall provide sufficient off-street parking, and no regular parking of automobiles upon the street shall be allowed.

23. No trailer, commercial vehicle or truck over three-fourths (3/4) ton, motorcycle, camper trailer, camping vehicle or boat shall be regularly kept on any lot unless it is housed in a garage or basement. No person shall engage in major car repairs either for himself, herself, or others on premises at any time.

24. No ornamental yard objects, statuary, sculpture or similar items shall be placed on any lot unless Developer approves its design and placement in writing.

25. All exterior or outside play equipment located on any lot, including without limitation, swing sets, jungle gyms and similar equipment shall (1) be placed in the center of the rear yard so that the same does not extend beyond a line equal to the sides of the residence extended, and so that the same is not otherwise generally observable from the front elevation view of the residence on the lot, and (2) be subject to the prior written approval of Developer at its sole discretion, and all lot owners and residents of Magnolia Farms are advised to obtain the approval of Developer prior to the construction or placement of any such equipment on any lot.

26. The placement of any garden shall follow the procedure and requirements set forth in Section 26 above.

27. No window air conditioning units are permitted on any house, garage or other structure.

28. No signs of any kind shall be displayed to the public view on any lot except sign used by the builder to advertise the property during the construction and sale, or a standard, small, temporary sign advertising the property for sale or rent; or, for a period not to exceed one month prior to an election, a standard size political sign, which shall be removed within 24 hours following the election.

29. The owner and occupant of each lot shall maintain its lawn in a first class manner; and at no time during or after construction shall any trash, dirt, clipped weeds, grass or debris of any type be placed, wasted or deposited on any lot (vacant or otherwise) by the owner, occupant, his, her or its contractor or sub-contractors or others. All weed control and fertilization products must be organic. In default of the above, the Developer may provide written notice of default and if not remedied within ten (10) days of such notice the Developer may enter such lot to cut grass and/or weeds and/or remove any debris and/or perform any other appropriate maintenance work, and collect its costs of labor and material, plus 25% from the owner and occupant of such lot. Each lot owner shall clear the lot of underbrush, and the lot shall be kept mowed and properly maintained. Any vacant lot shall be mowed three times per year.

30. 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. No trade or business of any kind and no professional practice shall be conducted upon any lot within the subdivision. In default of the above, the Developer may provide written notice of default and if not remedied within ten (10) days of such notice, the Developer may enter such lot to repair or maintain the structure(s) and collect its costs of labor and material, plus 25% from the owner and occupant of such lot.

31. 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. No animals, livestock, or poultry shall be raised, bred, or kept upon any lot except that dogs, cats, or other household pets may be kept, provided that they are not maintained for any commercial purposes, unless they are kept as a community endeavor. All animal owners must adhere to established leash laws. Animal feces must be collected and removed by animal owners; no person shall take any action (or omit to act) based upon a grant or determination by the

Elizabethtown Planning and Zoning commission without prior written consent of the Developer. In applying for such consent, Developer shall be provided with such details as it requests of the proposed use; and no person shall, after the granting of such consent, if any, act (or omit to act) in any way inconsistent with the specific proposal thus delivered to the Developer.

32. Lots 51 and 52 of Magnolia Farms Subdivision shall contain ponds with water features, a community garden area, a pavilion and other amenities intended for the use and enjoyment of all lot owners. To ensure availability of the amenities of Lots 51 and 52, the Developer retains the right to control or schedule access and use of those amenities, including providing a gardening crew to harvest any garden products and make those products available to lot owners. Lot owners acknowledge and agree to schedule all usage of the common area amenities listed herein with the Developer prior to any usage. Lot owners in the Subdivision acknowledge and agree to assume any risks associated with their usage of the amenities of Lots 51 and 52 and agree to forever release, indemnify and hold harmless the Developer or its assigns for any loss, injury or damage associated with any use of the amenities on Lots 51 and 52.

33. All owners, defined as being the record title holders, of lots in Magnolia Farms shall be members of the Magnolia Farms Homeowners Association, Inc., which 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.

34. Every lot owner, with the exception of Developer, shall be required to pay, on January 1 of each year, an annual maintenance fee not to exceed \$450 per lot as of January 1, 2013, to the Developer. The Developer shall have absolute discretion in expenditures for the Fund, so long as it devotes the Fund in good faith to matters which it determines in good faith may benefit the subdivision.

35. The maintenance fees shall constitute a lien on the lot and any improvements thereon, but shall be subordinate to a first mortgage or first vendor's lien placed on the lot. A record of receipts and disbursements made to and from the Maintenance Fund will be available for examination by owners upon request.

36. These covenants and restrictions shall run with the land and shall be binding on all parties claiming the title to or interest in said lots for a period of 30 years from this date, and after which time they shall be extended automatically for successive periods of ten years unless an instrument signed by a majority of the then owners of all lots subject to these restrictions has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions and covenants may be canceled, altered or amended at any time by a written instrument signed by the owners of at least 75% of the lots in Magnolia Farms covered hereby. These restrictions may be enforced by the Developer or its designees, 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 may do so and the lot owner shall immediately pay the full cost of any such corrective action. Upon 75% of the lots in the Subdivision being sold by the Developer, the

Magnolia Farms Homeowners Association shall acquire and have all remaining rights and responsibilities of the Developer herein. The Developer shall not be required to pay HOA dues on any vacant lots remaining after the HOA assumes the rights and responsibilities of the Developer which will include legal, financial, and maintenance responsibility for all common areas. Membership in the Homeowners Association shall be governed by the bylaws of Magnolia Farms Homeowners Association, LLC, which shall provide that upon the Homeowners Association acquiring the rights of Developer hereunder, each lot owner shall have one vote per lot owned on any matters of decision by the Homeowners Association and that the Homeowners Association Board of Directors shall rotate membership of the Board among interested lot owners.

37. Enforcement of these restrictions and covenants 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, and any lot owner in violation of these restrictions and covenants shall pay all costs and expenses of enforcement, including but not limited to any reasonable attorney fees incurred.

38. The Developer may amend any provision in this Declaration of Restrictions and Covenants so long as in its good faith judgment the remainder of the subdivision will be benefited by such amendment, or if in its good faith judgment the continued development of the remainder of the subdivision is hindered or made less economic in any way by any provision hereof; provided, however, that this right of amendment shall cease upon the conveyance by deed by the Developer to others of seventy-five percent (75%) of all the lots in the subdivision.

39. The 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 signature of Magnolia Farms, LLC, owner and developer of Magnolia Farms Subdivision, Elizabethtown, Hardin County, Kentucky.

Magnolia Farms, LLC

By: _____
WILLIAM HARRIS, member

Date: _____

COUNTY OF HARDIN

COMMONWEALTH OF KENTUCKY

The foregoing was acknowledged before me this ____ day of _____, 2012, by William Harris, Member of Magnolia Farms, LLC, for and on behalf of the company.

My Commission Expires: _____

PREPARED BY:

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