

**DECLARATION OF RESTRICTIONS FOR
THE COURTYARD AT ROBINBROOKE SUBDIVISION**

THIS DECLARATION OF RESTRICTIONS FOR THE COURTYARD AT ROBINBROOKE SUBDIVISION, is made and entered into this 18 day of August, 2017, by RB THREE, LLC, the owner and Developer of the COURTYARD AT ROBINBROOKE Subdivision as shown on the Plat of record in Plat Cabinet 1, Sheet, 5330, in the Hardin County Clerk's office. The aforesaid owner of said lots does hereby establish the following restrictions as to the use, development, and occupancy of all lots in Section II of said subdivision, to wit:

1. These lots are designed for zero lot line, duplex construction and must be in compliance with the City of Elizabethtown's Planning & Zoning Commission's regulations and being described as an A unit and a B unit.
2. Each unit must have at a minimum a two-car garage, and said garage must be attached to the residence and constructed of same or similar material as the dwelling. No carports may be built.
3. 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.
4. 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.
5. No structure of a temporary nature shall be used on any lot at any time as a residence, either temporarily or permanently.
6. No outbuilding may be constructed on any lot.
7. Prefabricated houses will not be permitted to be constructed or placed on any lot.
8. All roof-lines must have a 6-12 pitch minimum.
9. Exposed foundation will not be allowed after final excavation.

10. 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.
11. 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.
12. 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.
13. 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.
14. Within 60 day 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 Developer, its successors or assigns, is relieved of any obligation to construct sidewalks, the foregoing restriction and requirement shall not be applicable. The Developer may seek permission to establish a walking trail in lieu of a traditional sidewalk.
15. All driveways must be poured concrete and completed within 60 days from completion of construction of the residence.
16. All utility lines shall be underground from the property line to any structure.
17. Any changes to existing exterior must be approved by the Developer or its agent.
18. No satellite dish or other similar-type structure shall be permitted within view of any street.
19. No fencing is permitted in the subdivision except that installed by the Developer or its Agent.
20. No pools shall be allowed.
21. No automobile shall be parked upon any lot or street unless housed in owner's garage. No trailer, truck, motorcycle, commercial vehicle, camper trailer, camping vehicle, or boat shall be regularly kept on any lot unless it is housed in a garage.

22. 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.
23. 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.
24. Any vacant lot shall be mowed three times per year. No grass clippings or residue shall be left on the street. Any garden must be placed in rear of lot.
25. 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.
26. Any renovations or additions to homes that change the building footprint or exterior materials within the subdivision shall be subject to plan approval by the Developer or his agent or, if the Developer and agent have transferred governance of the Homeowner's Association to the homeowners pursuant to Paragraph 27, by the Homeowner's Association.
27. In the event roof repair is needed, each duplex unit owner shall pay for his or her pro rata share of roof repairs on the unit. All owners of lots in the subdivision acknowledge and agree that it is desirable for the common roofs of the duplex structures on each lot to be aesthetically pleasing in that the roofs should match. Should there be any disagreement between owners of adjoining duplex units as to the need for roof repairs, the Developer or its successor, the Homeowners Association, shall have the sole authority to determine the necessity for a roof repair. Upon a determination that a total roof replacement is needed or a roof repair is needed, the duplex owners shall pay their pro rata share of roof repairs for the unit.
28. 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.
29. All owners, defined as being the record title holders, of lots in The COURTYARD AT ROBINBROOKE Subdivision, Section II shall be members of **The Courtyard**

at Robinbrooke Homeowners Association, Inc., 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 Homeowners Association 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:

- a. For maintenance and utility costs of common areas for the general use of owners and occupants in the subdivision.
- b. For mowing of all grass and landscaping areas in the subdivision, including the grass and landscaping in the common areas of the subdivision as well as the grass on individual lots and the landscaping areas in the front of individual homes. Lot owners may supplement their landscaping in the front of their homes, but are required to obtain approval for such supplemental landscaping with the Homeowner's Association, or its contractors. Lots owned by the Developer shall be exempt and may be mowed or bush hogged in compliance with City codes.
- c. For caring for vacant or untended land, if any, included in the subdivision, and to keep the same in neat and in good order.
- d. 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.
- e. 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.
- f. The initial Homeowners Association dues shall be at least \$950.00 per year. Said 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.

- g. 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.
- h. The Developer and its agent, Will Harris Homes, LLC, shall be exempt from and not required to pay Homeowners Association dues.

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's agent, Will Harris Homes, LLC, shall initially govern and control as agent of 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 Homeowner's 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 by, the Developer and its agent, Will Harris Homes, LLC, shall govern the Homeowner's Association and any rights and responsibilities it has hereunder.

- 30. These covenants and restrictions shall run with the land and shall be binding on all parties claiming title to or interest in said.
- 31. 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.
- 32. 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 lot owners of The Courtyard at Robinbrooke Subdivision, located in Elizabethtown, Hardin County, Kentucky.

RB THREE, LLC:



ROBERT E. ROBBINS,

DEVELOPER'S AGENT:



WILL HARRIS HOMES, LLC

Managing Member

By: William Harris, Registered Agent

STATE OF KENTUCKY

COUNTY OF HARDIN

I hereby certify that the foregoing was subscribed, sworn to, and acknowledged before me this 18 day of AUGUST, 2017, by ROBERT E. ROBBINS, Managing Member, of RB THREE, LLC.

Ellis W. Rainey
NOTARY PUBLIC
My Commission Expires: 10/14/2018
Notary ID: 520593

STATE OF KENTUCKY

COUNTY OF HARDIN

I hereby certify that the foregoing was subscribed, sworn to, and acknowledged before me this 18 day of AUGUST, 2017, by WILLIAM HARRIS, Registered Agent of WILL HARRIS HOMES, LLC.

Ellis W. Rainey
NOTARY PUBLIC
My Commission Expires: 10/14/2018
Notary ID: 520593

PREPARED BY:

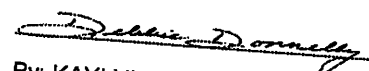
Matthew C. Hess

Matthew C. Hess
BELL, HESS & VAN ZANT, PLLC
2819 Ring Road, Suite 101

Elizabethtown, KY 42701
(270) 765-4196

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



By: KAYLYN BOWEN, dc