

**SUMMIT CREEK
DECLARATION OF REGULATIONS,
COVENANTS, CONDITIONS AND RESTRICTIONS**

TDA Properties, Inc. Development

The undersigned Tim L. Aulbach, President of TDA Properties, Inc., a Kentucky Corporation, of P.O. Box 418, Elizabethtown, Kentucky 42702, hereinafter called DEVELOPER and/or DECLARANT, does this the ___ day of _____, 2018, adopt the following REGULATIONS, COVENANTS, and CONDITIONS AND RESTRICTIONS for the WINDWOOD PLACE.

WITNESSETH: The undersigned being the owner of all the land in the SUMMIT CREEK, situated in Hardin County, Kentucky, as shown by Deed dated September 26, 2008 of record in Deed Book 1275, Page 779-782, in the clerk of Hardin County Court, does hereby adopt the following REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS which shall apply to all lots of the SUMMIT CREEK, as shown on the plat styled SUMMIT CREEK, which plat is recorded in Plat Cabinet ____, Slide ____, in the Office of the Clerk of Hardin County Court.

The party hereto intending to establish a general plan for the use, occupancy and enjoyment of said subdivision hereby declares that for the mutual benefit of its present and future owners, the lots therein shall be subject to the following CONDITIONS and RESTRICTIONS;

1. PRIMARY USE RESTRICTIONS

- a. 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 (including any domestic servants living on the premises) and containing not less than a two car garage for the sole use of the owner and occupants of the lot.
- b. Only one (1) residence per lot.
- c. Once a lot is sold, there shall be no further subdivision of that lot.
- d. Developer reserves the right to change any lot or lot size in the SUMMIT CREEK SUBDIVISION development without approval or consent of any property owners in said development before it is sold.

2. BUILDING MATERIALS AND ROOF

- a. The exterior building materials of all structures must be either brick, stucco, stone or hardie board, excluding dormers, porches and overhangs.
- b. The main roof pitch of any residential structure shall not be less than six (6) inches vertical for every twelve (12) inches horizontal.

3. SETBACKS

- a. No structure shall be located on any lot nearer to the front line or the side street line than the minimum building setback lines as shown on the recorded plat.
- b. For purposes of this covenant, eaves, steps, and open porches shall not be considered as part of the building, provided that this exception shall not be construed to permit any portion of a dwelling structure or any other building to be erected in violation of side yard requirements or any applicable zoning ordinance in effect at the time of construction thereof.

4. PLAN APPROVAL AND MINIMUM FLOOR AREAS

The Developer must receive and approve a copy of any and all blue print plans for all site plans and home plans before construction may begin.

Residences erected on said lots shall contain the following minimum square feet of floor space:

- a. Full two (2) story residence shall have at least 1,800 square feet of floor space, not including garages, breezeways and carports.
- b. One and one half (1- ½) story residences shall have at least 1,000 square feet on first floor and 500 square feet on second floor, not including garages, breezeways and carports.
- c. One (1) floor plan residences shall have at least 1,400 square feet of floor space, not including garages, breezeways and carports.
- d. Bi-Level residence shall have at least 1,000 square feet upper level, lower level must include a two car garage.
- e. Tri-Level residence shall have at least 1,800 square feet of living space, not including garages, breezeways and carports.
- f. No residence shall exceed three stories.
- g. Square footage should be measured by the exterior dimensions of the outside main walls and shall not include the area of porches, garages, breezeways or finished basement areas.
- h. All front porches must be constructed of either concrete or brick; no wooden front porches shall be permitted.

- i. NO mobile homes or modular homes or any pre-fab homes will be permitted. All homes must be built on site.

5. GARAGE, DRIVEWAYS AND SIDEWALKS

- a. All dwelling units shall have constructed an attached garage made of the same material as the dwelling unit itself and have sufficient square footage to contain at least two (2) cars.
- b. No carports shall be constructed on any lot.
- c. A detached garage or storage facility (that is architecturally compatible to the residence) may be constructed upon written consent from the Developer.
- d. Finished driveway surfaces shall be concrete with a minimum width of twelve (12) feet at its narrowest point and must be completed within six (6) months of completion of construction.
- e. Lot owner must install sidewalks up to city code before completion of the construction of the home.

6. UNDERGROUND UTILITY SERVICE

- a. Each property owner's electric utility service lines shall be underground throughout the length of service line from Nolin RECC point of delivery to owner's building; and title to the service line shall remain in and the cost of installation and maintenance thereto shall be borne by the respective lot owner upon which said service line is located.
- b. The electric and telephone easements shall be maintained and preserved in their present condition and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express written consent of Nolin RECC and the telephone company.
- c. Above ground electric transformers and pedestals may be installed at appropriate points in any electric easement.
- d. For residences electing to use gas for heating, no above ground storage tanks will be permitted.

7. COMPLETION TIME REQUIREMENTS FOR CONSTRUCTION

- a. All construction of any structure (s) shall be completed within six (6) months.

8. DUTY TO MAINTAIN LOT

- a. Each owner of a lot shall at its sole cost and expense, repair his residence, keeping the same condition comparable to the condition of such residence at the time of its initial construction, excepting

only normal wear and tear and this includes the water ways and right so ways for utilities on and adjacent to the lot.

- b. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then owner shall with all due diligence, promptly rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty.
- c. Vacant lots must be mowed at least four (4) times per year, with the first mowing taking place on or before May 15th, and the following mowing to take place on or before October 15th.
- d. Gardens of any type shall not be placed within thirty (30) feet of a street right-of-way and shall be to the rear third of the lot.
- e. NO outdoor, permanent-type clothes lines shall be permitted on any lot in the subdivision.

9. USE OF SECONDARY STRUCTURE

- a. No basement or garage shall be used as a residence at any time.
- b. No portable sheds, storage containers, semi-trailers or any other type of storage unit shall be permitted on said property at any time.
- c. No pole barns shall be permitted on any lot.

10. STORAGE OF VEHICLES

- a. No trailer, commercial delivery truck, semi-truck, motorcycle, camper trailer, or boat shall be parked or kept on any lot unless housed in a garage or basement.
- b. No trailer, commercial delivery truck, semi-truck, motorcycle, camper trailer, boat or any other vehicle, except an automobile, shall be parked on any street in this subdivision for a period in excess of twenty-four (24) hours in one calendar year.

11. SIGNS, FENCES, HOUSE NUMBERS, AND MAIL BOXES

- a. 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 sign used by the builder to advertise the property during the construction and sale.
- b. Any fence or hedges used as fencing shall be restricted to the rear yard area of each lot and shall not exceed the rear foundation line of the house erected thereon. Vinyl or wrought iron fences shall be permitted in the subdivision with the approval of the Developer.
- c. No chain link or wood type fences shall be permitted.
- d. All homes shall display a house number in an appropriately placed position.

- e. Cluster mailboxes shall be provided in the subdivision. No individual mailboxes permitted.

12. ANIMALS

- a. There shall be no livestock of any kind permitted on any lot, excepting household pets of cats and dogs (no exotic pets such as snakes, alligators, etc...)
- b. No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets (meaning domestic pets traditionally recognized as household pets in this geographic area) may be kept, provided that they are not kept, bred or maintained for any commercial breeding purposes, and the owners of the pets shall adhere to all leash laws and shall collect and remove all animal feces.
- c. NO dog kennel pens permitted on any lot.

13. NUISANCES, DISPOSAL OF TRASH

- a. No noxious or offensive trade or activity shall be carried on upon the real estate nor shall anything be done thereon which may become a nuisance to the neighborhood.
- b. The real estate shall not be used or maintained as a dumping ground for rubbish, trash, garbage, refuse, or other waste.
- c. No rubbish, trash, garbage, refuse or other waste shall be kept within the subdivision except in a neat and sanitary container and said containers shall be serviced not less than once weekly by a garbage removal service and said containers shall be kept in a neat and clean sanitary condition and stored out of sight.
- d. There shall be no open unattended fires permitted on any lot.
- e. There shall be no hunting, shooting or target practice on any of the lots.

14. SWIMMING POOLS

- a. Only in ground swimming pools will be allowed. No pools shall be allowed that are constructed above the ground level. Decorative wrought iron fencing shall be allowed around pool area without approval of the plan by Developer.

15. HOME OWNERS ASSOCIATION

- a. It is understood there will be a \$150.00 yearly fee (per lot) that shall be paid to the Developer at the time of the purchase of a lot (s). Developer shall use the fees for the maintenance and development of that land to include all entrances, fences, walking

trail and green space dedicated for the joint use and enjoyment of the lot owner. However when the Developer chooses the \$150.00 fee shall be collected by either a Home Owner Association formed by the lot owners or a Committee of five owners should there be no Home Owners Association by the lot owners at a meeting of the lot owners on the 1st Tuesday of August of each year. At that meeting the committee elected by the lot owners shall either keep, increase or decrease the \$150.00 year lot fee by the percentage of increase or decrease of the Consumer Price Index as of July 1st of the year prior to the August meeting. The fee to be adjusted and set for each annual meeting shall begin with fee either the same, increased or decreased at the prior annual meeting. The owners or the Home Owners Association cannot spend more than their yearly income for the upkeep and the maintenance of the property. The Developer shall have the option of donating the walking trails to Greenspace or to another non-profit organization. The owners or the Home Owners Association shall then contribute twenty (20) percent of their annual \$150.00 fee (per lot) to Greenspace or another non-profit organization for the maintenance and upkeep of the walking trails.

16. INVALIDATION

- a. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

17. RESTRICTIONS RUN WITH LAND

- a. The COVENANTS, CONDITIONS, and RESTRICTIONS herein contained shall run with the land and shall be binding on all owners, their heirs, executors, administrators and assigns for term of twenty five (25) years from the date this Declaration is recorded, after which time shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than ninety percent (90%) of the lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. Any amendment must be properly recorded.
- b. Should these Declarations of Regulations, Fees, Covenants, Conditions and Restrictions be nullified by vote of the owners of the lots or should the owners of the lots fail to fund the expenses necessary for the maintenance of the property as plated dedicated for the use and benefit of the lot owners, then in that event, the

property herein so dedicated shall revert to the developers, their heirs and assigns in fee simple.

18. RESERVED RIGHT

- a. Prior to the date of sale by the Developer of the last lot owned by it, the Developers reserve the right to change or add any regulations, covenants, conditions or any restrictions, without approval or consent of any property owners in said development.

19. ENFORCEMENT

- a. The Developer and/or any owner, shall have the right to enforce, by any proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. After the date the last developer's lot is sold, then only the lot owner or owners or their association, if one, shall have the right to enforce these Declarations by any proceedings at law or equity. A lien shall attach to the lot and improvements there on that is in violation of any restriction fees, conditions, covenants, conditions or reservations of these Declaration of Regulations and the interest charged on the amount of the lien shall be the prime rate charged by The Cecilian Bank, Elizabethtown, Ky. Failure by the Developer or by any owner to enforce any conditions, regulation fees, covenant or restriction here in contained shall in no event be deemed a waiver of the right to do so thereafter.

Given under our hands this the ____ day of _____, 2018.

TDA PROPERTIES, INC.

By: _____
Tim L. Aulbach

STATE OF KENTUCKY
COUNTY OF HARDIN

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by
Tim L. Aulbach, President of TDA PROPERTIES, INC. on this the ____ day
of _____, 2018.

My commission expires: _____

Notary Public

Prepared By:

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