

MAILED TO:
PREPARER

Twin Falls at River Crest
SECTION FOUR

DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS, AND
RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions for TWIN FALLS AT RIVER CREST, SECTION FOUR, LOTS 78 – 107, INCLUSIVE, is made and entered into on this 3 day of August 2016 by RIVER CREST DEVELOPMENT LLC, hereinafter referred to as "DECLARANT."

WITNESSETH:

WHEREAS, the Declarant is the owner and developer of certain property in Bullitt County, Kentucky, known as Twin Falls at River Crest, Section FOUR, Lots 78 - 107, inclusive, a plat of which is recorded in Plat Cabinet 4, slide 28 in the office of the Bullitt County Clerk, and FURTHER BEING a part of the same land conveyed to River Crest Development LLC, a Kentucky Limited Liability Company, by Deed of record in Deed Book 713 Page 363

WHEREAS, the Declarant will convey the said properties subject to certain protective regulations, covenants, conditions, restrictions, and reservations as hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that all of the properties described hereinabove shall be held, sold and conveyed subject to the following restrictions, regulations, covenants and conditions, which are for the purpose of enhancing and protecting the value and desirability of the real estate. The restrictions, regulations, covenants and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in described properties, or any part thereof, and shall inure to the benefit of each owner thereof.

NOTE: Twin Falls at River Crest, Section 4 is composed of single family residences.

NOTE: References to "Developer" in this paragraph shall include any entity, person or association to whom the Developer may assign the right of approval. Any assignment shall be in writing. References to "structure" in this paragraph shall include, but not be limited to any buildings or structure *(including an attached or Detached garage), fence, wall, pools, antenna, microwave, and other receivers and Transmitters (including those currently called "satellite dishes"). Any approval of satellite dishes, antenna, microwave dishes, and etc. shall require construction such that the equipment may not be seen from the street.

RESTRICTIONS

The DECLARANT, 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, all lots therein shall be subject to the following restrictions.

1. **Primary Use Restrictions.**

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 single family dwellings designed for the occupancy of one family and not to exceed two and one-half stories in height and containing a private, minimum two-car attached garage for the sole use of the owner and occupants of the lot. However, notwithstanding the foregoing, the owner of the lot on which a single family dwelling has been or is being constructed may also construct on that same lot a pool house or storage structure (not to exceed 200 square feet), or a detached garage (not to exceed 576 square feet), provided by the Developer or such entity, person, or association to whom it may assign such right as set forth herein, has, in its sole discretion, expressly approved in writing the design, use, location, and materials of such structure. No log homes, underground or berm homes will be allowed. No structure may be moved to or relocated on any lot within the subdivision known as Twin Falls at River Crest. No pre-fabricated, modular and/or manufactured homes may be placed on any lot in the subdivision and all homes must be built by conventional construction methods.

Garages and Garage Units shall be used only for the parking of vehicles and other customary uses and shall not be used for or converted into living area, e.g., family room(s), bedroom(s), office(s), recreational room(s), etc., without the express written approval of the Developer or such entity, person or association to whom it may assign such right as set forth herein, in its sole discretion. No building or structure shall be used for any commercial use.

2. **Subdivision of Lots, Easements, Extensions and Approval of Construction and Landscape Plans.**

Lots may not be further subdivided from that configuration set forth in the plat of record in Plat Cabinet __, Slide __ in the office aforesaid. However, the Developer reserves the right to further subdivide any lot so long as the divided lots are consolidated with the adjacent lots, with such division and consolidation approved by the Bullitt County Planning Commission.

No easements, extensions, or utility services including water, sewer, electric, or roadway shall be extended unless approved in writing by the developer.

No structure may be erected, placed, or altered on any lot until the construction plans and building specifications and a plat survey have been approved in writing by the Developer. The construction plan, building specifications, and plat survey shall show at a minimum the following: (a) location of improvements on the lot; (b) the grade elevation of the proposed top of foundation, wall, basement, and top of curb; (c) the type of exterior material; (d) the square footage of the

improvements; (e) the roof pitch; and (f) the location and size of the driveway. All driveways must be composed of asphalt, concrete, or another product that is approved by the Developer.

In addition to the plans referred to in the previous paragraph, a landscape plan shall be submitted to the Developer for its approval in writing. Such plan shall show the location and identification of all trees, shrubs, and other plantings.

3. Building Materials, Roof and Builder.

(a) The exterior building material of all structures (including storage buildings, detached garages, and / or pool houses) shall extend to ground level and shall be either brick, stone, hardie board, brick veneer, or stone veneer, or a combination of the same. However, developer recognizes that the appearance of other exterior building materials (such as wood, vinyl siding, manufactured masonry, drivet, or other products) may be attractive and innovative, and reserves the right to approve in writing the use of other exterior building materials. Twin Falls at River Crest is a Craftsman Home community. All plans submitted to the Developer must meet the criteria expected to meet this style of home.

(b) The roof pitch of any residential structure shall not be less than 8 inches vertical for every 12 inches horizontal for structures with more than one-story, and 7 inches vertical for every 12 inches horizontal for one-story structures. A 5 inch vertical for every 12 inch horizontal pitch may be granted on a rear roof section (second story only) of the house (i.e.: cape cod style) with Developer's written approval. Front and rear porch pitches may be reduced subject to the style of house with Developer's written approval. (i.e.: wrap around style houses).

(c) Any flue, chimney, or chase is to be constructed of the same material as a majority of the house's exterior product. An alternative material may be approved by the Developer.

(d) The construction work on any building shall be completed within one (1) year from the initial start. Such work shall not be considered complete until and unless the building is finished in every respect in its interior and exterior including garage, driveway, sidewalks, landscaping, etc.

4. Architectural Control and Lot Maintenance.

(a) No house, building, drive, garage, landscaping, or improvements shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Developer. The builder shall re-grade all drainage ditches and swales that have washed prior to the rough and finish grading of the lot. All grading shall be subject to the supervision and approval of Developer and shall conform to the approved construction plans of the subdivision. Silt control is required at all times during construction. Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision. No Storm drains, roof down spouts, or ground water shall be introduced into the sanitary sewage system. Connections on each lot shall be made with watertight joints in accordance with all applicable plumbing code requirements.

(b) Each lot owner and/or builder shall construct, or cause to be constructed, and maintain a swale between each side and rear property line.

(c) No fence, building, fill dirt, or any obstruction may be erected within any drainage swales or drainage easements, without the prior written approval of the Developer. The Developer or government authority shall have the right to remove any obstruction that impedes drainage flow. All cost for said removal of obstruction shall be chargeable to and reimbursable from the property owner.

(d) Each lot owner or builder shall mow and maintain all areas of said lot from property line to property line, including the front yard to the street.

(e) From and after the date of deed conveying the property to the lot owner, it shall be the duty of each lot owner to keep the grass on the lot properly cut, to keep the lot free from weeds and trash, and to keep it otherwise neat and attractive in appearance. Should any lot owner fail to do so, the Developer, or entity, person, or association to whom it may assign the right, may take such action as it deems appropriate, including mowing, in order to make the lot neat and attractive. The lot owner shall immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with interest at fifteen percent (15%) per annum thereon, in addition to a late fee penalty as determined by the Developer, after demand has been made, and the Developer or other such entity, person, or association to whom it may assign such right, shall have a lien on that lot and the improvement thereon to secure the repayment of such amounts. Such lien may be enforced by foreclosure against that lot and the improvements thereon, but such lien shall be subordinate to any first mortgage (but not to any other mortgage) thereon. Developer may perform all mowing if not done by owner.

(f) Some lots have tree canopy easements, or tree protection areas, where tree buffers must be maintained. The removal of any tree, larger than two inches in diameter, must have written approval from the Developer prior to removal. The developer recognizes that some trees will need to be removed for various reasons, including- drainage swales, fence installation, trees that are dead or leaning towards the home, or to close to home structure; however the developer must approve and mark any trees prior to them being removed. This requirement by no means that the tree buffers or protected areas will actually have trees in them. The developer is placing to this requirement in an attempt to try and protect as many existing trees as possible.

5. **Setbacks.**

No structure shall be located on any lot nearer to the front lot line or side street line than the minimum building setback lines shown on the recorded plat of Twin Falls at River Crest, Section 3. Developer shall have the right, power, and authority to vary the established building lines, in its sole discretion, when not in conflict with applicable zoning regulations or the recorded plat.

6. **Minimum Dwelling Size.**

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(a) Finished basement areas, garages, attics, and open or closed porches shall not be included in computing the floor area of any residential structure.

(b) The total above ground floor area (not including basements, attics, porches, etc.) of each residential structure erected or placed shall not be less than:

(c) The total above ground floor area (not including the basements, attics, porches, etc.) of each residential structure erected or placed shall not be less than:

- (1) One story-1,500 square feet-not including: garages, basements, attics, porches, etc.
- (2) 1 ½ story-1,800 square feet-not including: garages, basements, attics, porches, etc.
- (3) Two story- 2,000 square feet-not including: garages, basements, attics, porches, etc.
- (4) Other styles and designs may be permitted with Developer's written approval.

7. Approval of Additional Garage or Storage Building Required.

In addition to the attached garage provided in paragraph 1 (a) herein, a detached garage or storage building may be erected. No detached garage or storage building shall be erected, placed, or suffered to remain upon said premises until the location, plans, and specifications for such garage or storage building shall have first been approved in writing by said Developer or its designee. No detached garage erected on the premises shall be larger than 576 square feet. No storage building or storage unit erected on the premises shall be larger than 200 square feet. No living quarters shall be allowed in or above detached garages or storage buildings. The exterior front of any detached garage or storage building must be built with the same materials as the veneer on the house. The side and rear shall be brick and/or masonry or vinyl can be approved if the color matches the trim color of the house. Only one detached building may be erected on a lot. The roofing materials shall be of matching color and matching material as is on the house. All exterior materials must be approved by the Developer or Home Owners Association.

8. Builder's Responsibility for Inspection of Roadway.

Before commencing construction of a dwelling on any lot, the builder shall inspect the roadway and if any defect is found, immediately notify the Developer in writing of such defect. The builder shall be responsible for damages done to the roadway by tractors, trucks, equipment, & etc., in his employ and shall make repairs at his expense within thirty (30) days after completion of the dwelling.

The builder shall insure that all cuts made by the utility companies in the roadway in from of the lot are properly repaired to the road specifications of the City of Mt Washington.

9. Use of Other Structure and Vehicles.

(a) No structure of a temporary character shall be permitted on any lot, except temporary tool sheds or field offices used by the builder or Developer, which shall be removed when the construction or development is complete.

(B) No out building, trailer, basement, tent, shack, garage, barn, or structure other than the completed main residence erected on a lot shall at any time be used as residences, temporarily or permanently.

(c) No trailer, truck, motorcycle, commercial vehicle, camper trailer, motor home, camping vehicle, boat, or other similar vehicle shall be parked or kept on any lot at any time, unless housed in a garage or basement. No automobile, which is inoperable, shall be habitually or repeatedly parked or kept on any lot (except in garage) or on any street in the subdivision. No trailer, boat truck, or other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar month. None of the above vehicles shall be continuously or habitually parked on any street or public right-of-way.

(d) Without the prior written consent of the Developer, or except in case of temporary loading or unloading, no part of the subdivision (except garages) shall be used for parking and/or storage of any trailer, truck, boat, motorcycle, scooter, equipment, or anything other than operational currently licensed automobiles. Vehicles parked in violation of any part of this declaration or in violation of any rules or regulations promulgated by the Developer, shall be towed away and stored at the owner's risk and expense.

10. Nuisance and Animals.

(a) No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

(b) No animals, including reptiles, livestock, or poultry of any kind shall be raised, bred, or kept in the subdivision, except that dogs, cats, or other household pets may be kept in residential units provided that (1) they shall not be permitted to run loose; and (2) they are not kept, bred, or maintained for any commercial purpose nor for breeding purposes. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such per and/or controlled by the pet owner when not confined to the lot. Barking dogs or pets may be a nuisance. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the subdivision upon seven (7) days written notice from the Developer. Pets permitted as above shall be leashed or restrained during walking or exercise within the common area. An owner shall be responsible from cleaning up after his/her pet, under the penalty not exceeding \$100.

11. Landscaping; Sidewalks; Driveways; Trees;

(a) No portion of the within-described premises nearer to any highway than the building lines, as hereinabove fixed, shall be used for any purpose other than that of a lawn. Nothing herein contained, however, shall be construed as preventing the use of such portion of said premises for walks and drives, the planting of trees or shrubbery, the growing of flowers or ornamental plants, or for statuary and similar ornamentation for the purpose of beautifying said premises. Vegetables, or underbrush, or other unsightly growths shall be permitted to grow or remain anywhere upon said premises and no unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

(b) Each lot owner shall cause a sidewalk to be constructed on each lot on or before completion of their house, at the lot owner's expense. Said sidewalk is to be constructed on the street side(s) of the lot before occupying the house. The sidewalk shall be 48 inches wide, a minimum of 4 inches thick. Saw cuts or expansion cuts are to be no more than 48" apart. There shall be a light broom finish and the sidewalk shall be constructed so that uniform emplacement will be maintained throughout the development. A full set of specifications can be obtained from the developer.

(c) After the construction of a residence, the lot owner shall grade and either sod or seed and straw that portion of the lot between the front and street side walls of the residence and the pavement of any abutting streets. The remaining sides and rear yards shall be seeded or sodded.

12. Mail and Paper Boxes.

All mailboxes should be uniform, and the Developer, at a reasonable cost to the homeowner or builder, shall supply paper boxes in order to provide uniformity. It shall be the builder's responsibility to obtain a mailbox from the Developer. It shall also be the builder's responsibility to install this mailbox.

13. Clotheslines; Fences; Walls; and Pools.

(a) No permanent outside clotheslines shall be erected or placed on any lot.

(b) All fencing and walls for fencing must be approved by Developer or by an entity, person or association to whom it may assign the right. Plans must be submitted to the Developer or Home Owners Association showing type, size, and location of proposed fence. (See Paragraph 4 herein)

(c) No swimming pools shall be erected or placed on any lot, unless its design and placement, including fencing and landscaping, are first approved in writing by the Developer or by an entity, person, or association to whom it may assign the right.

14. Business; Home Occupations

No trade or business of any kind (including the practice of medicine, dentistry, chiropractic, and like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the subdivision. Notwithstanding the provisions hereof or of Paragraph 1, a new house may be used by a builder thereof as a model home for display including the builder's own office, provided said use is terminated within eighteen months from completion of the house or upon such additional period of time as may be expressly agreed to in writing by the Developer or any entity, person, or association to whom it may assign such right.

15. Signs.

No sign for advertising or for any other purposes shall be displayed on any lot or a building or a structure of any lot except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; provided however, Developer shall have the right (1) to erect larger signs when advertising the Subdivision; (2) to place signs on lots designating the lot number of the lots; and(3) following the sale of a lot to place signs on such lot indicating the name of the purchaser of the lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations. A builder may erect a construction sign (only during construction) of no more than 32 square feet, which must be removed when owner moves in.

16. Disposal of Trash.

No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash or garbage or other waste shall not be kept except in sanitary containers. The subdivision shall be kept free and clear of rubbish, debris, and other unsightly materials. Trash and garbage containers shall not be permitted to remain outside any units except on days of trash collection or after 6:00 p.m. on the days prior to the day of trash collection.

17. Obligation to Construct.

Construction is expected to start within 24 months after date of conveyance. Developer may give an extension on the start date, if buyer has adequately maintained the lot.

18. Duty to Repair and Rebuild.

Each owner of a lot shall, at its sold cost and expense, repair his residence, keeping the same in condition comparable to the condition of such residence at the time of its initial construction excepting only normal wear and tear.

If all or any portion of a residence is damaged or destroyed by fire or other casualty, then the owner shall, with all due diligence, promptly repair, rebuild, or reconstruct, such residence in a manner which will substantially restore it to its apparent condition immediately prior to the casualty. Alternatively, the Owner shall completely raze the residence and sod the entire lot until such time as construction of a new dwelling is begun.

19. Restrictions Run With Land.

Unless canceled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless and instrument signed by a majority of the then owners of all lots has been recorded, within sixty (60) days of an anniversary date afore said, agreeing to change these restrictions and covenants in whole or in part. Failure of any owner to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

20. Enforcement.

(a) Each lot owner shall comply strictly with the covenants, conditions, and restrictions set forth in this Declaration, with the By-laws of the Homeowners Association as more particularly described hereinbelow and with the Rules and Regulations in relation to the use and operation of the community, recreation, and common areas. Failure to comply with any of the same shall be grounds for an action to recover sums due for damages and /or for injunctive relief. Such action may be maintained by a Lot owner, the Developer, and/or the Association on its own behalf or on behalf of the Lot owners aggrieved, or by any person or entity who is aggrieved by such noncompliance. In and case of flagrant or repeated violation of a Lot owner, he may be required by the Association to give sufficient surety or sureties for his future compliance with said covenants, conditions, restriction, By-laws, Rules and Regulations. The Lot owner, Developer, and/or Association may recover all of its costs of enforcement, including court costs and reasonable attorney's fees; and all such costs shall be a continuing lien upon the property involved.

(b) In addition to any other remedy that it may have, the Association may levy a reasonable fine against a Lot owner who has violated any covenant, condition, or restrictions set out in this Declaration, the By-laws, or the Rules and Regulations, which fines shall be included in the Rules and Regulations. Before the fine can be levied, the Lot owner must be sent written notice of the nature of the violation and be given thirty (30) days after the date of mailing to cure the violation. If the violation is not cured, the Board of Directors may levy a fine against the Lot owner and against the Property. The fine may be filed as a lien and is otherwise enforceable as an assessment lien, thorough foreclosure of other civil action, and shall include the right to collect court costs, including reasonable attorney's fees. Each day of the violation may be considered a separate violation.

21. Invalidation.

Each of the above restrictions and covenants shall be independent of every other Invalidation of any of the above provisions by judicial proceedings or any other means shall in no way effect the validity of the others. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

22. Residents; Maintenance Association; Assessments.

(a) At the Developer's discretion, a River Crest Homeowners Association may be formed. This Association will become active at such time the Developer may decide, in accordance with the bylaws. This will be a community-wide association that will be comprised of all the lot owners in the River Crest community, including Twin Falls at River Crest. This Association will become active at such time the Developer may decide, in accordance with the By-laws. This

Association will be a nonstick non-profit corporation for the sole benefit of the development and the Lot owners. Upon acceptance of deed and upon formation of this Association, each Lot owner shall be obligated and required to become a member of the Association, to be bound by the Articles of Incorporation, By-laws, and Rules and Regulations, shall pay the assessments provided for when due, and shall comply with decisions of the Association's Board of Directors.

(b) The Developer or his designate shall be a voting member of the Board of Directors until one hundred percent of the lots are sold or otherwise conveyed to a third party. The Developer reserves the right to add additional sections of Twin Falls at River Crest to the River Crest Homeowners Association.

(c) The purposes of the Association shall be as set forth in its Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of its members and the River Crest Communities. In carrying out its purposes, the Association shall have all powers allowed by Chapter 273 of the Kentucky Revised Statues.

In furtherance of the general purposes, the particular purposes of the Association are:

1. To monitor and enforce the restrictions of the subdivision which are recorded in the Bullitt County Court Clerk's office.
2. For maintaining, repairing, and rebuilding the streets and any drainage easements and the parking area, common areas, crosswalks, storm drains, central park facilities, soccer fields, picnic areas, basins, lakes, clubhouse, playground, any common structures of facility, pool, nature trails, entrances, etc., whether owned by the Association or not, as shown on the plats of the River Crest Communities, and acceptance of common area for purposes of operation, maintenance, and repair unless such obligations are otherwise assumed by any municipal or government agency having jurisdiction thereof.
3. To assess levy and collect the annual assessments and special assessments against each lot and members of the Association pursuant to the By-laws and the Restrictions.

(d) Any assessment levied by the Association shall be used only for purposes generally benefiting the Association and its members, and shall constitute a lien upon the lot and shall be enforceable against the real estate by foreclosure or otherwise.

(e) The initial assessment in favor of the Association hereunder shall be \$340 per year per lot due on March 15 of each year. The Board of Directors may, from time to time, increase or decrease the assessment. Non-payment will result in late payment penalties as assessed by the Developer or Board of Directors. At the time of the purchase of your home, your dues will be prorated for the remainder of the year.

(f) Notwithstanding anything to the contrary contained in Paragraph, 22e, neither the Declarant nor the Developer (nor any builder who has purchased a lot from the Developer, so long as such builder owns such lot and no one lives in the residence constructed on such lot), for

a maximum period of eighteen (18) months shall be liable for or pay and assessments due to the Association with respect to any lots as to which they or it, hold title.

23. **Amendments to Articles and Bylaws.**

Nothing in this Declaration of Restrictions shall limit the right of the Association to amend, from time to time, its Articles of Incorporation, Bylaws, and Rules and Regulations.

Prepared by:

**River Crest Development, LLC
Richard Miles, Managing Member
P.O. Box 409
Mt Washington, Ky 40047**

By: *Richard Miles*
RICHARD MILES, MANAGING MEMBER

Date: 6-13-16
STATE OF KENTUCKY
COUNTY OF BULLITT

I, the undersigned Notary Public, for and in the County and State aforesaid hereby certify that the foregoing instrument was produced before me in said County and State acknowledged by **River Crest Development, LLC**, by and through **Richard Miles, Managing Member**, party thereto, to be his true act and deed and the true act and deed of said company.

Witness my hand this 13 day of June, 20 16
My commission expires Oct. 22, 2017.

David A. Mays #496711
NOTARY PUBLIC, KENTUCKY STATE AT LARGE

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