

Washington Commons at River Crest

SECTION ONE

(2-8-12)

DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS

This DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS for WASHINGTON COMMONS AT RIVER CREST, SECTION ONE, LOTS 301-309, 458-461, INCLUSIVE, is made and entered into on this 2nd day of February, 2012 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 Washington Commons at River Crest, Section One, inclusive, a plat of which is recorded in Plat Cabinet 3, Slide 295, 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 303.

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, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real estate. These covenants, restrictions, regulations, and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in the described properties, or any part thereof, and shall inure to the benefit of each owner thereof.

NOTE: Washington Commons at River Crest, Section One, is composed of single-family residences.

NOTE: References to "Developer" in this paragraph shall include any entity, person or association to whom 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

BULLITT COUNTY
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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 of record.

1) Primary Use Restrictions

- a) Said real estate shall be used exclusively for single family, private dwelling purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one single family dwelling 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 or detached 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 his assignee, 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 Washington Commons 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.

- b) 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 his assignee. 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 Section One plat of record in Plat Cabinet 3, Slide 295 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 and such approval shall not be unreasonably withheld.

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 detached garages, and/or pool houses) shall be 90% of either brick, stone, brick veneer, stone veneer, masonry board (James Hardie type) or a combination of the same, to equal 90% combined. The remaining 10% can be comprised of vinyl plank siding or vinyl shake style siding. Washington Commons at River Crest is a New Urban Type Community, meaning that home styles will be reflective of homes built in the 1930's and 1940's. 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 6 inches vertical for every 12 inches horizontal for structures with more than one story, and 6 inches vertical for every 12 inches horizontal for one-story structures. A 5-inch vertical for every 12 inches 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, utility connections, 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 in accordance with all applicable plumbing code regulations.
- 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 Developer written approval. 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 curb.
- 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 any 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 reasonable late fee penalty as determined by the Developer, after demand had 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.
- 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. No heavy equipment is allowed in the protected area except for the Developer installing utilities and/or drainage. This protected area should be wrapped and marked for protection, prior to the start of construction.

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 Washington Commons at River Crest Section One. 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.

- 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:
 - 1) One story- Shall not less than 1,500 square feet- not including: garages, basements, attics, porches, etc.

- 2) 1 ½ story- Shall not be less than 1,600 square feet- not including: garages, basements, attics, porches, etc.
- 3) Two story- Shall not be less than 1,800 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. Only one detached building may be erected on a lot. No detached garage erected on the premises shall be larger than two-car capacity (576 square feet). No storage building or storage unit erected on the premises shall be larger than 200 square feet. No detached structure can exceed one story and no living quarters shall be allowed in or above detached garages or storage buildings. The exterior of any detached garage must be built with the same materials as the veneer on the house. 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 his designee.

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 the developer that all cuts made by the utility companies in the roadway in front of the lot are properly repaired to the road specifications of the City of Mt. Washington.

9) Use of Other Structures 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 outbuilding, 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 in inoperable, shall be 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 expense and risk.

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, cattle, 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 pet and/or controlled by the pet owner when not confined to the lot. Barking dogs or pets are 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 leashed or restrained during walking or exercise within the common area. An owner shall clean up after their pet, under 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. Small vegetable gardens are permitted if they are well maintained. Unsightly growths shall not be permitted to 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 sides(s) of the lot, going from property line to property line, before occupying the house. The sidewalk shall be 48 inches wide, a minimum of 4 inches thick. Saw cuts or expansion joints are to be no more than 48 inches 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 sod the 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/strawed 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 owners or builders responsibility to obtain a mailbox from the Developer. It shall also be the owners or builders 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 his assignee. 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 his assignee. All swimming pools must comply with the ordinances established by the City of Mt. Washington.

14) Business; Home Occupations

No trade or business of any kind (including the practice of medicine, dentistry, chiropractic, trades, 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 the developer, builder, or realtor, thereof as a model home for display including the developers, builder's, or realtors own office, provided said use is terminated after eighteen months from completion of the house unless an extension is granted in writing by the Developer or his assignee.

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 the 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 pm on the days prior to the days of trash collection.

17) Obligation to Maintain Vacant Lot.

Once the developer has sold the lot to a homeowner or builder, it shall be their responsibility to adequately maintain the lot, until such time as a home is built on said lot.

18) Duty to Repair and Rebuild.

Each owner of a lot shall, at its sole 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 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 cancelled, 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 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 has been recorded, within sixty (60) days of an anniversary date aforesaid, 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 herein below 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 any case of flagrant or repeated violation a Lot Owner, he may be required by the Association to give sufficient surety or sureties for his future compliance with said covenants, conditions, restrictions, 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, through foreclosure or 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 restrictions and covenants shall be independent of each other. Invalidation of any of the provisions by judicial proceedings or any other means shall in no way affect 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 Homeowner's Association may be formed. This will be a community-wide association that will be comprised of all the lot owners in the River Crest community, including Washington Commons 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 nonstock non-profit corporation for the sole benefit of the development and 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 assessments provided for when due, and shall comply with all regulations of the Association.
- 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 Washington Commons at River Crest to the River Crest Homeowner's 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 the powers allowed and assume all the duties imposed by Chapter 273 of the Kentucky Revised Statutes.

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

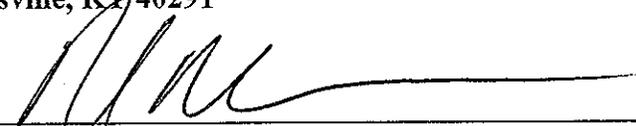
- (1) To monitor and enforce the restrictions of the subdivision which are recorded in the Bullitt County Court Clerk's office.
 - (2) For maintaining, repairing, and rebuilding the streets and any drainage easements, parking areas, common areas, crosswalks, storm drains, central park facilities, soccer fields, picnic areas, basins, clubhouse, playground, any common structure 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.
 - (3) To assess, levy, and collect the annual assessments and special assessments against each lot and members of the Association pursuant to its By-laws and the Restrictions.
- d) Any assessment levied and collected by the Association shall be used 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, if not timely paid.
- e) The initial assessment in favor of the Association hereunder shall be \$340 per year, per residence, 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 and collected by regulations set by the Association. At the closing of the lot, the 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 any assessments due to the Association with respect to any lots as to which they or it, hold title.

23) Amendment 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 by majority vote of its current members.

Prepared by:

Richard Miles
River Crest Development, LLC
8709 Old Bardstown Road
Louisville, KY 40291

By: 
Richard Miles, Managing Member

Date: 2-8-12

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 2nd day of February, 2012
My commission expires August 7, 2015.

 #447130
NOTARY PUBLIC, KENTUCKY STATE AT LARGE

LISA D HART
NOTARY PUBLIC, STATE AT LARGE
NO. 447130
COMMONWEALTH OF KENTUCKY
My Commission Expires Aug. 7, 2015

DOCUMENT NO: 486447
RECORDED: June 18, 2012 01:00:00 PM
TOTAL FEES: \$40.00
COUNTY CLERK: KEVIN MOONEY
DEPUTY CLERK: BEVERLY BOWLING
COUNTY: BULLITT CO CLERK

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