

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
MOCKINGBIRD HILLS, SECTION IV, V AND VI

This declaration of covenants, conditions and restrictions for Mockingbird Hills, Section Four, Five and Six, of record in Plat Cabinet PC1 Sheet 1685, is made on this _____ day of _____, 19____.

All the property described in this instrument shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of the real property.

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

Existing Property- The real property which is subject to this Declaration is located in Hardin County, Kentucky, and is more particularly described as follows:

Mockingbird Hills, Section Four, Five and Six

ARTICLE II
USE RESTRICTIONS

1. Primary Use Restrictions- No lot shall be used except for private single family residential 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 (including any domestic servants living on the premises), not to exceed two and one-half stories in height and containing a two car garage for the sole use of the owner and occupants of the lot. Garage must be attached to residence.

2. Nuisances- 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.

3. 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 a builder, which shall be removed when construction or development is completed.

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

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E'ford, Ky 40301

C. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot (except in the 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 year. It is the intent of the developer that residents and their guests park their automobiles in their driveways and/or garages.

D. Animals- No animals, including reptiles, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets (meaning the 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 or breeding purposes.

E. From and after the date of construction of a single family residence on a lot is started, 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.

F. 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 only normal wear and tear.

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.

G. Business- No trade or business (and no practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

H. Signs- No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on 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 to erect larger signs when advertising the subdivision, place signs on lots designating the lot number of lots. This restriction shall not prohibit placement of occupant name sign and address.

I. Drainage- Drainage of each lot shall conform to the general drainage plans of Developer for the subdivision.

J. Disposal of Trash- No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage.

K. Underground Utility Service- Each property owner's electric utility service lines shall be underground throughout the length of service line from Nolin RECC point of delivery to customer's building; and title to the service line shall remain in the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

L. 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.

M. Above ground electric transformers and pedestals may be installed at appropriate points in any electric easement.

N. For residences electing to use gas for heating, no above ground storage tanks will be permitted.

ARTICLE III APPROVAL OF CONSTRUCTION

1. All building plans and site plans shall be approved in advance by the developer or any person or association whom it may assign such right before any construction takes place

2. Building Material- The exterior building material of all structure shall extend to ground level. The exterior of all residences shall be at least 50 percent brick or stone. The remaining percentage of siding if any shall be vinyl or aluminum siding.

3. Minimum Floor Areas- Square footage shall be measured by the exterior dimensions of the main walls and shall not include the area of any porches, garages, breezeways or finished basement areas.

A. The ground floor area of a one story house shall be a minimum of 1700 square feet.

B. The ground floor area of a one and one-half story house shall be a minimum of 1700 square feet and not having as many square feet upstairs.

Examples: Cape Cod

1700 sq. ft. ground floor

450 sq. ft. second floor

C. The ground floor area of a two-story house shall be a minimum of 1400 square feet, with the outside walls going straight up (vertical) and having the same square feet on the second floor as the ground floor.

Example: (1400 sq. ft. ground floor)
(1400 sq. ft. second floor)

(1600 sq. ft. ground floor)

(1600 sq. ft. second floor)

4. No bi-level or tri-level houses shall be constructed on any lot.

5. No carport shall be constructed on any lot.

6. Prefabricated houses will not be permitted to be constructed on any lot.

7. No above ground swimming pools shall be erected or placed on any lot. Only in-ground pools will be allowed.

8. Any fence or hedge used as fencing shall be restricted to the rear yard area of each lot and shall not exceed nearer the front lot line than the back line of foundation of the house. No fence or hedge shall exceed four feet in height. All fences shall be of an appropriate material so not to detract from any dwelling and shall be properly maintained.

9.

A. Driveway- Prior to start of any dwelling, the contractor shall excavate and gravel the driveway so that it can be used during construction of the dwelling so that it does not damage street.

B. Each lot owner shall concrete or asphalt the driveway within six months after completion of a single family dwelling.

10. Setbacks- No structure shall be located on any lot nearer to the front lot line or the side streetline than the minimum building setback lines

shown on the record plat, except bay windows and steps may project into said areas and open porches may project into said areas not more than six feet.

11. The foregoing Restrictions and Covenants shall run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2015, at which time said Restrictions and Covenants shall be automatically extended for successive periods of ten (10) years unless seventy-five percent (75%) of the then owners of the lots elect to change the same in whole or in part; for such purposes owners shall have one vote for each lot owned.

12. Enforcement shall be by proceeding law or in equity against any person or persons violating or attempting to violate any of the Restrictions and Covenants herein contained, either to restrain such violation or to recover damages or other proper relief for such violations.

13. Invalidation of any one of the foregoing Restrictions and Covenants by judgment or court order shall not affect any of the other provisions, which shall remain in full force and effect.

Jerry R. Holman
Jerry R. Holman

June C. Bishop
June C. Bishop

State of Kentucky
County of Hardin

I, CHRIS L HUNSINGER, a Notary Public, do certify that
JERRY R. HOLMAN and JUNE C. BISHOP, did appear before me this
17TH day of NOVEMBER, 1995 and swore that the signing
of this document to be their free act and deed.

Chris L Hunsinger
Notary Public

My Commission Expires: 4 MARCH 1996

This document prepared by:

Jerry R. Holman
Jerry R. Holman

STATE OF KENTUCKY SCT.
COUNTY OF HARDIN
I, DAVID L. LOGSDON, CLERK OF SAID
COUNTY COURT, HEREBY CERTIFY
THAT THE FOREGOING INSTRUMENT
HAS BEEN DULY RECORDED IN 112
BOOK 827 PAGE 679 IN MY
SAID OFFICE
DAVID L. LOGSDON, CLERK
BY Ferry Lucas D.C.

NOV 21 1 37 PM '95
DAVID L. LOGSDON
HARDIN COUNTY CLERK
BY M. Logsdon D.C.

FEE PD. ST. ——— 11/13/95
DEED TAX AND RECORD FEE
LOADED AND RECORDED
THIS