

**DECLARATION OF RESTRICTIONS  
OF  
HERITAGE HILLS**

The undersigned, Mattingly-Jones LLC, with an address of P. O. Box 8, Crestwood, Kentucky, hereinafter referred to as "Owner" or "Developer", does this \_\_\_\_\_ Day of \_\_\_\_\_, 2004, hereby adopt the following as restrictions for Heritage Hills, located near Crestwood, in Oldham County, Kentucky.

WHEREAS, Developer is the owner of certain real property in Oldham County, Kentucky, which is to be developed as a residential subdivision, and

WHEREAS, Owner intends to establish a general and orderly plan for the use, occupancy and enjoyment of said subdivision;

NOW THEREFORE, WITNESSETH: The undersigned being the owner of all the lots in Heritage Hills, situated near Crestwood, in Oldham County, Kentucky, do hereby adopt the following restrictions and covenants, which restrictions and covenants shall apply to all of the lots of said Heritage Hills, as shown on Plat of same recorded in Plat Book P6, Page 65 of the Oldham County Clerk's Office, to wit.

**1.) Minimum size requirements:**

**No construction shall begin on any lot before all PLANS and the BUILDER have been approved in writing by Mattingly-Jones LLC or its successors or assigns. Approval of plans and builders responsible for the construction is within the sole and absolute discretion of Mattingly-Jones LLC (See Item #3).**

No residence shall be erected on said lots having less than the following minimum square footage requirements, excluding porches, carports, garages, breeze ways, attic, basements, etc.

- (a) **One Story:** One (1) floor plan residence, 1,600 square feet on the main floor.
- (b) **One ½ Story:** One and one-half (1 ½) story floor plan residence, 1,000 square feet on the main floor, with a minimum of 2,000 square feet total.
- (c) **Two Story:** Full two (2) story residence, a minimum of 1,000 square feet on the main floor with a minimum of 2,000 square feet total.
- (d) **Bi-level:** Bi-level floor plan residence, 1,400 square feet on the main floor, with a minimum of 2,200 square feet total.
- (e) **Tri-level:** Tri-level floor plan residence, minimum of 2,200 square feet, combined total of the three (3) levels.

**2.) Building material & architectural requirements:**

The exterior building materials of all structures shall be either brick, stone, brick veneer, stone veneer or a combination of same, and shall extend to ground level. Concrete foundation walls shall not be exposed above ground level.

However, Developer recognizes that the appearance of other exterior building materials (such as wood siding, stucco, dri-vet, cedar, vinyl or the like) may be attractive and innovative, and reserves the right to approve the use of other exterior building materials. At a minimum, a brick or stone skirt must be present on the front, sides and rear of all homes, and shall be submitted for approval with the house plans. The top of the brick or stone skirt must be even with the sub-flooring of the first level of the home.

**(a) Roof pitch:**

The minimum pitch of any roof shall be 8/12. The roof pitch of any porch, bay window, box window, or similar structure is excluded from this requirement.

**(b) Similar exterior designs:**

No two houses may be built next to each other if their design is identical or nearly identical. Developer reserves the right to disapprove the plans for any house that is overly similar to the nearest two homes on the same side of the street.

**(c) Driveways:**

All residences must have a concrete driveway to be installed within ninety (90) days upon completion of the home. No asphalt or paving stones will be allowed.

All driveways shall have a 15 inch by 20 feet long culvert pipe crossing underneath the drive and owner must install an exposed aggregate concrete headwall at each end of that pipe. The headwall shall be 30 inches wide, 6 inches thick and the top shall extend 4 inches above the top of the pipe. The headwall shall be equal distances away from the edge of both sides of the driveway, and shall not touch the drive. Developer does maintain the right to allow/require deviations from this restriction if it determines in its absolute and sole discretion that same is warranted or justified.

**3.) Approval of plans:**

No excavation or construction shall begin and no improvements, structures or other appurtenances shall be placed, constructed or permitted to remain upon any lot in Heritage Hills until the plans (including all materials), and the builder, shall have been first submitted to and approved by the Developer.

The term "appurtenances" shall mean anything placed, constructed or permitted to remain upon any such lot. Developer reserves the right to approve or disapprove, in its sole and absolute discretion, the architectural design of any building or structure (see Item 2), and this approval shall be in writing. Approval granted hereunder shall be void after six (6) months unless renewed or construction is commenced in accordance with said plans. The Developer reserves the right in its sole and absolute discretion to approve or disapprove any structure.

**(a) Approval of plans for other structures (additions, outbuildings, etc.):**

Plans for any additions to a residence, or for the construction of barns or any other outbuildings shall also be submitted to the Developer for approval. The Developer, in its sole and absolute discretion, may approve or disapprove the style, location, type, size or construction of any such structure. No structure shall be constructed on any lot unless it conforms to all the restrictions contained herein and to all ordinances and regulations affecting the use and occupancy of said property.

All outbuildings shall be neat and attractive in appearance and similar in design to the residence. The exterior of the outbuilding must be a close match to the exterior of the residence. The outbuilding must incorporate the same color scheme as the house, and use the same type of exterior building materials (including roofing, trim, windows, veneer, siding, doors, etc.) All outbuildings shall be at least 10' from property lines, and must be built on a permanent concrete foundation.

It is further provided that all structures and related landscaping, including tennis courts and swimming pools, shall be completed within eight months from the time construction commences.

**(b) Intent of the plan approval process:**

It is the intent of these provisions to insure that the residences and all improvements placed upon any lot shall be suited to the size and topography of the lot on which placed, and in harmony with the overall scheme of the subdivision and with the character and design of improvements placed upon other lots in Heritage Hills.

**(c) Definition of builder:**

For purposes of these restrictions, the builder is that person, corporation, LLC or other entity, including the owner of the property, who verifies and obtains in his/its name all applications, inspections and permits for the residence (including but not limited to building permits and certificates of occupancy) who is responsible for oversight of construction, the contractors and/or sub-contractors. Nothing herein prohibits substitution of one builder for another except that every builder, as defined herein, must be approved by the Developer or its successors or assigns.

**4.) Landscaping requirements:**

All lots shall be properly cut and/or weeded and maintained. The Developer reserves the right to approve or disapprove the general appearance or condition of any lot. If any owner fails to maintain a lot, the Developer reserves the right to mow or perform other necessary services on same and charge the owner a minimum \$100 fee for the work or such larger amount as is actually incurred, which charge shall constitute a lien upon the property until the obligation is paid; however, this lien shall be second and inferior to any valid first mortgage against any lot, and the Developer hereby subordinates the same.

**(a) Tree & shrub requirement:**

All homeowners shall plant and maintain a minimum of (1) hardwood tree (oak, maple, ash, etc.) in the front yard with a trunk diameter of at least 2". All homeowners shall plant and maintain a minimum of 15 (fifteen) perennial shrubs along the front of the home. Said tree and shrubs must be planted within 6 months of completion of the construction of the home.

**(b) Vegetable gardens:**

May only be grown behind a home and not in the side or front yard. No vegetable garden shall be placed closer than 10 feet to any adjoining lot.

**(c) Sod requirement:**

The front yard of all lots shall be sodded within 6 months of completion of the residence.

**5.) Swimming pools, clothes lines, antennae, fences, etc.:**

**(a) Swimming pools:**

No swimming pools (except small children's toy pools) shall be erected or placed on any lot without prior approval by Developer. Approval for swimming pools shall be within Developer's sole and absolute discretion. Above ground pools are not permitted. All pools must be at least 25' from property lines.

**(b) Clothes lines:**

No outside clothes lines shall be erected or placed on any lot at any time.

**(c) Antennae/satellite dishes:**

No antennae (except for standard small television antennae) or microwave and other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design or placement shall be first approved by Developer, which approval shall be within its sole and absolute discretion. No antennae/satellite dishes may be placed on the street facing side of a house or in the front of the home.

**(d) Fences/retaining walls:**

No fence or wall structure or other improvements shall be erected, placed or altered on any lot until the construction plans, and/or specifications, shall have been first approved by the Developer. Unless Developer determines that it is architecturally appropriate or made necessary by the contours of the lot (as in the case of a retaining wall), no fences or wall or any nature may extend toward the front or street side property line beyond the front of side wall of the residence. All fence materials and design of same shall first be submitted to Developer for approval, provided however, that chain link fences shall not be permitted. All fences must be plank, picket, wood rail, wrought iron type or such other material as Developer may approve with all approvals to be at Developer's absolute and sole discretion. No fence shall exceed the height of 60 inches.

**(e) Lawn ornaments:**

Objects made of concrete, glass, metal, wood, plastic, or similar materials, used for the purposes of lawn ornamentation, may only be placed behind a home and not in the side or front yard.

**(f) Playground equipment:**

Swing sets, jungle gyms, play houses, children's wading pools, and other similar equipment for use by children must be placed behind a home, and not in the side or front yard.

**6.) Commercial vehicle, camper, boat storage:**

No trailer, mobile home, motor home, truck, inoperable vehicle, motorcycle, commercial vehicle, camper trailer, camping vehicle (including an R.V.) or boat shall be parked or kept on any lot any time unless housed properly in a garage or basement. Unless also properly housed, no vehicle designed or intended for use or customarily used principally for commercial or recreational purposes, nor any vehicle conspicuously decorated so as to indicate an actual commercial or recreational use, shall be parked or stored at the property. Vehicles shall not be kept or left standing upon any lot or street in accordance with state law.

**7.) Mailbox requirements:**

A standard mailbox and paper holder selected by the Developer shall be placed at lot owner's expense. See Developer for approved mailbox information.

**8.) Use of go-carts, motor bikes, etc.:**

No unlicensed motorcycle, motor bike, motor scooter, mini bike, go-cart or any other motor driven vehicle of a similar nature shall be operated or driven on or off the streets of the subdivision. No such motor driven vehicle shall be operated on the streets or on any lot in such a manner as to cause a nuisance, and same shall be equipped with a lawful, suitable and efficient muffler at all times. All state, county and local ordinances shall be observed.

**9.) Garages:**

All residences must have an attached or built-in garage which shall accommodate at least two (2) automobiles. All garages must be open to the side or rear of the residences, except that the Developer may permit a garage to open to the front of the residence, if in the Developer's sole and absolute judgment, such opening is necessitated by the physical considerations of the lot.

**10.) Creation & maintenance of proper drainage:**

No owner of a lot shall permit any stream, creek, drainage ditch or culvert located upon or in the right of way adjacent to his lot, to become filled in, obstructed or damaged in any way which will prevent the normal flow and drainage of water. All grading of lots shall be accomplished in such a way so that surface water shall not be diverted or directed onto an adjoining lot. Builders and/or lot owners shall maintain proper erosion and silt control with best management practices during the construction of the residence and its landscaping. The

damming of any stream or creek shall be prohibited, unless approved by the Developer. No fences or structures of any kind shall be built in or near a drainage way or where they obstruct or divert the normal flow of water.

**11.) Maintenance of drainage swales and ditch lines:**

The owner and/or builder shall be liable for damages to their lot, other lots, or roads damaged outside of said lot. After the Developer has seeded and strawed the drainage swales and ditch lines, then the owner and/or builder shall not cause any obstruction of and shall maintain the drainage swales and ditch lines from the property line to the road surface and shall repair any damage caused by the owner or owner's invitees, guests, contractors and/or subcontractors; and shall comply with all Oldham County Planning and Zoning requirements to repair or make improvements to the drainage swales and ditch lines. If the owner and/or builder fails to maintain or repair damage to the drainage swales or remove obstructions, then the Developer may, at its option, cause the repairs to be made and assess the lot owner for the cost of the repairs plus interest at the prime rate as reported in the *Wall Street Journal* for commercial loans plus 5% adjusting annually until paid. This assessment shall become a lien against the property, shall run with the land, and shall be enforceable as a maintenance lien. This lien shall be subordinate to a valid first mortgage lien on the property.

**12.) Pets:**

No animals or livestock, other than ordinary household pets, and no animals of any description, which constitute a nuisance, including a noise nuisance, or a threat or danger to persons or property shall be kept on any lot, nor shall animals of any description be kept for boarding, breeding, or commercial purposes.

**13.) Easements:**

Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas and Electric's point of delivery to customer's building, and title to the service lines shall remain in and the cost of installation, and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Easements are hereby dedicated and reserved to each property owner and the Developer, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to Louisville Gas and Electric's termination points. Electrical service lines, as installed, shall determine the exact location of said easements.

The electric, cable, and telephone easements shown on the plat shall be maintained and preserved in their present condition and no encroachment thereon and no change in the grade or elevation thereof shall be made by any person or lot owner without the express consent in writing of Louisville Gas and Electric Company and South Central Bell Telephone Company.

Easements for overhead electric transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) outlined by dash lines and designated for underground facilities on the subdivision plat.

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

In consideration of Louisville Gas and Electric bringing service to the property shown on the subdivision plat, it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

**14.) Use of lots:**

All lots as shown on the plat of Heritage Hills shall be used for single-family residential purposes only, with no more than one (1) dwelling house for occupancy for a single family to be erected on any one (1) lot. No trailer, mobile home, basement, tent or shack, garage, or outbuilding or temporary structure shall be used as a residence or for residential purposes on said tract, and no structure shall be moved onto any parcel, unless it shall conform to the Restrictions herein set out.

No noxious or offensive conditions or activities shall be permitted or carried on upon or within any property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or a violation of any federal, state or county regulation or law affecting the use or occupancy of said property.

The purchaser of each lot agrees that he will not use or permit the use of said lot, nor sell any portions thereof, for a passageway leading from the road to any adjoining property and no lot or any part of a lot shall be so used, unless approved by Developer.

No commercial activity, business or commerce of any kind shall be carried on upon any lot, except for construction of improvements as permitted herein.

**15.) Occupancy of homes:**

No house shall be occupied until the exterior of the house is fully completed in accordance with the plans and specifications as submitted and approved by the Developer, and the certificate of occupancy has been issued. (See Item #3 for plan approval process.)

**16.) Subdividing lots:**

No lot shall be divided or diminished in size unless the same shall be used with an adjacent lot for the purpose of constructing one dwelling thereon.

**17.) Building lines:**

The front of all residences, including all bays, porches, etc., shall be restricted to the front building line (marked on recorded plat). All side and rear building lines must conform with the regulations of Oldham County Planning and Zoning.

**18.) Road and detention basin maintenance assessment:**

It is understood that the responsibility for the maintenance of the subdivision roads and detention basins will be assumed by the county upon their completion and upon the approval and acceptance by the Oldham County Fiscal Court. If for any reason this responsibility is not assumed by the county or governmental agency, or if after assuming such responsibility, the county or governmental agency relinquishes such responsibility or fails to properly carry out such responsibility, Developer, its successors or assigns, may assess annually a road maintenance fee in addition to a maintenance fee for the detention basin not to exceed the sum of \$100.00 annually for each unimproved lot and \$250.00 annually for each improved lot. Proceeds from said annual assessment shall be expended as stated herein at the discretion of the Developer, its successors or assigns. These charges shall be prorated to the time of purchase of said lot and/or commencement of construction. The foregoing assessments shall constitute a lien on each lot until paid; however, this lien shall be second and inferior to any valid first mortgage on each lot and Developer hereby subordinates same. It is understood and agreed that the aforementioned assessment will continue until the maintenance of said roads and detention basins is assumed by Oldham County or some other public authority. In the event that a public authority becomes responsible for the roads, roadways, and detention basins, then the monies in the road maintenance fund, unless otherwise required by law, shall be transferred to the trustees/directors of a homeowners' association and may then be used as otherwise provided herein. The Developer shall not be responsible for the payment of any such charges.

It is further understood and agreed that all lots in the subdivision shall be assessed by the Developer or the homeowner's association annually for maintenance and beautification as set forth in Item 24 or Item 25 of these Restrictions. The foregoing annual charge shall constitute a lien upon each lot until paid; however, this lien shall be second and inferior to any subsequent valid mortgage against any lot, and the Developer hereby subordinates the same. It is understood and agreed that the aforementioned assessment, will continue until the responsibility for all items for which such funds are expended are assumed by Oldham County or some other public authority.

**19.) Trash/debris:**

No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall be kept in sanitary containers and removed from lot on a regular basis.

**20.) Signs:**

No commercial advertising shall be allowed within the subdivision, except that one sign for advertising the sale or rent of the property shall be permitted.

**21.) Storage of building materials:**

Building materials shall not be stored on a lot for a period of more than ninety (90) days prior to construction without the permission of the Developer.



**22.) Damage due to construction:**

All construction shall be confined to the boundaries of the lot under construction, and the owner and/or builder will be liable for damages to any other lot, roads or drainage facility that they, their contractors, subcontractors, suppliers or agents may cause.

**23.) Duty to repair and rebuild:**

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

(b) If all or any portion of a residence is damaged or destroyed by fire or other casualty, the owner shall, with all due diligence, promptly rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its condition immediately prior to the casualty, or shall promptly clear the lot of all debris, and shall restore the lot as close as possible to its original condition.

**24.) Homeowners' Association:**

There is hereby created the Heritage Hills Homeowners' Association (the "Association"). Every owner of a lot in Heritage Hills shall be a member of the Association, and automatically by acceptance of a deed for any lot agrees to accept membership in, and does thereby become a member of the Association. This organization, upon assignment by Developer, shall administer the road maintenance and detention basin fund(s) (if necessary) as established in Item 18 herein and any fund, established for maintenance and beautification. Members, upon request of Developer (and if not already organized by Developer) shall formally organize and shall abide by the Association's by-laws, rules and regulations and shall pay any fees or assessments as are established. Any existing road fund or other assessment as provided for by these Restrictions, may be transferred to the Association. Additionally, said Association may assess its own fees for those items as stated herein in Item 25 to properly cover the necessary expenses for same. Members of the Association shall have one vote per lot as shown on the recorded plat of the subdivision; provided however, that such vote is subject to any limitation and rules as established by the Association. The owners of each lot shall determine how the vote is to be cast. The object and purpose of the Association shall be to promote the general welfare and serve the common good of its members and the residents of Heritage Hills and may include but not be limited to, maintenance and repair of streets, lights, watering systems, sidewalks, storm drain entrances, retention or detention basins, performance of snow removal, and the acceptance of any open space for the purposes of operation, maintenance, protection, and repair.

The annual fee for the association may be changed or altered from time to time but shall initially be the sum of \$100.00 per lot until changed by Owner/Developer, or the homeowners' association. The first payment after that will be due at the closing of each respective lot on a prorated basis. Each payment after that will be due on January 10<sup>th</sup> of each year.

**25.) Entryways and other common facilities:**

The Developer shall have the right to install and otherwise make available such common facilities and services as required by any governmental agency of which it may deem reasonable and necessary for the general health, safety, welfare or convenience of the residents and owners of Heritage Hills. Such common facilities shall include but not be limited to, street lighting, entrance lighting, watering systems, retention basins, street signs, flowers, shrubbery and maintenance of same. The Developer, its successors or assigns, may establish such assessment as deemed necessary to cover the maintenance and use of such facilities. The foregoing charges, as well as any assessments listed in Item 18, shall constitute a lien on each lot until paid; however, this lien shall be second and inferior to any valid first mortgage against any lot, and the Developer hereby subordinates same.

**26.) Unpaid dues:**

All assessments or fees (including those assessed by any Homeowners' Association) not paid when due shall bear interest at the legal rate as provided by law.

**27.) Amendments of restrictions:**

During the first ten (10) years from the date hereof, these restrictions may be altered or abolished by an agreement between the Developer and the owners of 51% of the total lots in the subdivision (including those owned by the Developer), acknowledged and recorded as a Deed of Conveyance, and such alteration or abolition shall thereafter be binding upon all owners of the lots in the subdivision. Provided, however, Developer may itself amend these restrictions at any time until 90% of the lots have houses erected on them. After ten (10) years, any of the restrictions may be altered or abolished by the owners of 51% of the lots in the subdivision, acknowledged and recorded as herein above stated.

**28.) Enforcement of restrictions:**

These restrictions may be enforced by any of the following individuals or entities: lot owner, subdivision association, taxing district for the subject property (if permitted by law), the Developer, its successors or assigns, and any lot owners of Heritage Hills which is or becomes part of this common scheme of development. Failure to enforce, either promptly or otherwise, any of the restrictions or covenants contained herein or as shown on the recorded Plat, shall not be deemed a waiver of the right to enforce thereafter, and the invalidation of any of the covenants or restrictions contained herein by Judgment of any competent Court, shall not affect any of the other restrictions and covenants, which shall remain in full force and effect.

The cost of enforcing any of these restrictions, including a reasonable attorney fee, shall be awarded at the discretion of the Court, to the prevailing party.

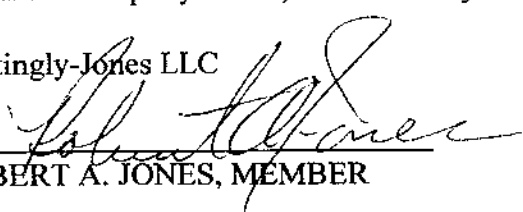
All the restrictions and provisions herein shall be deemed to be covenants running with the land and binding upon the parties hereto, their heirs, successors and assigns and to each purchaser, his heirs, successors and assigns and shall be in full force and effect from the date of execution of same by the Developer.

**29.) Developer's rights:**

The Developer's right of approval as stated herein shall not terminate upon the sale of all the lots in the subdivision; provided however, that the Developer reserves the right to assign any and all of its rights and responsibilities herein above stated including, but not limited to, all discretionary authority associated with such rights.

IN TESTIMONY WHEREOF, witness the signature of the party hereto, the date and year first above written.

Mattingly-Jones LLC  
BY: \_\_\_\_\_

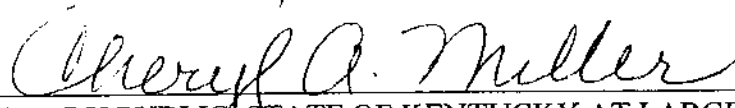


ROBERT A. JONES, MEMBER

STATE OF KENTUCKY )  
 ) SS:  
COUNTY OF OLDHAM )

The foregoing instrument was acknowledged and sworn to before me by Robert A. Jones as a member of Mattingly-Jones LLC for and in behalf of said company, on this 9<sup>th</sup> day of November 2004.

My commission expires: 3/20/2007

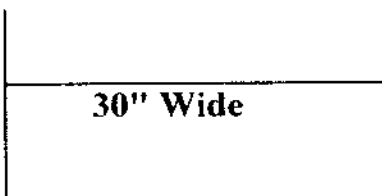
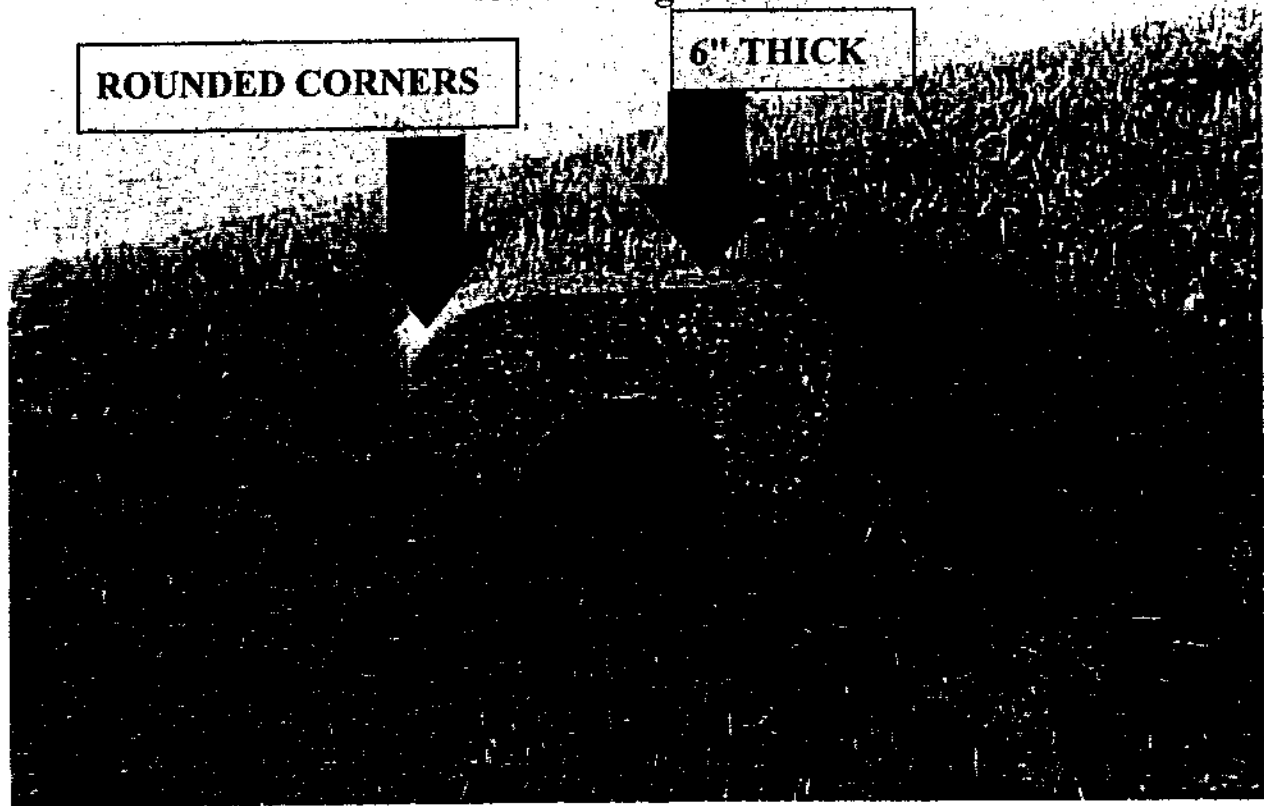


NOTARY PUBLIC, STATE OF KENTUCKY AT LARGE

Prepared By:  
Robert A. Jones  
P.O. Box 8  
Crestwood, Ky 40014

DOCUMENT NO: 319955  
RECORDED ON: NOVEMBER 09, 2004 02:30:07PM  
TOTAL FEES: \$20.00  
COUNTY CLERK: ANN B BROWN  
COUNTY: OLDHAM COUNTY  
DEPUTY CLERK: NICHELE A OVERMAN  
BOOK 08 PAGES 531 - 541

## Approved Culvert Pipe Headwall for Heritage Hills



- No more than 8" from the top of the pipe to the top of the headwall.
- Exposed aggregate concrete doesn't have to match the driveway.
- The headwall cannot touch the edge of the driveway.