## DECLARATION OF RESTRICTIONS FOR TANGLEWOOD HILLS SECTION I

THESE RESTRICTIONS, made this day of 2014, by Miller Enterprises, LLC, a Kentucky Corporation, of Shepherdsville, KY 40165, hereinafter referred to as “Declarant”.

WITNESSETH: That the Declarant is the owner of property know as Tanglewood Hills, which is of record in Deed Book \_\_\_\_, Page \_\_\_\_\_, and Plat Cabinet \_\_, Slide \_\_\_, in the office of the County Clerk of Bullitt County, Kentucky, and it is the intention of the Declarant to establish a general plan for the use, occupancy and enjoyment of the subdivision, and for the mutual benefit of its present owners, all lots therein shall be subject to the following restrictions:

1. All lots shall only be used for residential purposes.
2. All one-story residences must contain a minimum of 1,400 square feet of living space, exclusive of garage, finished or unfinished basements, and open or enclosed porches.

All two story or split level homes must contain a minimum of 2,000 square feet of living space, exclusive of the garage, finished or unfinished basements, and open or enclosed porches.

1. All front exteriors of any walls of any building or garage shall be covered by brick, stone or siding to ground level and no stucco shall be visible after final grading.
2. All residences shall be served by a driveway of no less than 10 feet in width and constructed of gravel, asphalt, or concrete. Any driveway constructed on a lot shall not interfere with natural drainage and if a culvert (15” minimum) is necessary to allow for proper flow of water, one shall be installed by the owner. Ditches shall be installed by the owner to prevent gravel from washing onto roadway.
3. Privacy fences are only allowed behind the house and up to the middle of the house. Only a four-board fence painted black is allowed in front of the house up to the front lot lines.
4. Grantor expressly reserves for itself, and its designee, the sole right to grant consents for the construction and operation of electric lights, telephone and telegraph pole lines, and conduits and gas lines and water lines in and upon any and all highways now existing or herein created, upon which any portion of said premises shall abut. No noxious or offensive activities shall be carried on or upon any lot,

nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

1. No structure of a temporary character, trailer, basement, tent, or shack shall be used on any lot at any time as a residence, either temporarily or permanently.
2. No farm animals such as cows, horses, goats, sheep, or like shall be raised, housed, fed or bred upon such property. All household pets must be restrained to their owner’s property. No more than 2 dogs shall be kept outside at any given time. No commercial dog kennels allowed. No habitually barking dogs allowed. No exotic animals, such as non-native reptiles or mammals may be kept on the property whether inside of a building or not.
3. Any lot over 4 acres may be divided once.
4. No Apartment Buildings.
5. No trailer, motorcycle, commercial vehicle, camper trailer, camping vehicle, or boat shall be parked or kept on any lot in front of the residence at any time unless housed in a garage, basement, or under a carport. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot, (except in a garage). No trailer, boat, truck or any other vehicle, shall be parked on any street in the subdivision.
6. Developer reserves the right to extend through any lots, roadways to adjacent property, which may be developed by the Developers. This right may be assigned by the Developers if in writing.
7. Developer reserves the right to subdivide any lot existing in the subdivision if necessary for obtaining the necessary Health Department Permit for an on site sewage system. No other lots shall be subdivided without written approval of the Developer.
8. The rights reserved by the Developer to grant additional easements as set out in Paragraph 6, shall exist only through such time as the Developer owns the lot.
9. These Restrictions may be amended in writing by two thirds of the lot owners. Each lot shall be entitled to have one (1) vote.
10. All garbage shall be collected at least bi-weekly, and not collected in large quantities anywhere on any lot.
11. The purchaser of any building lot (s) and their heirs, successors and assigns, shall be required before erecting any building or structure, to submit their plans and obtain approval in writing by the Developer or his appointee, and the approval of said plans will be at the sole discretion of the Developer and may be arbitrarily and unreasonably withheld. One (1) full set of plans will be provided for the Developer by the Buyer or Builder. Such plans will be signed by the Developer, as well as the lot owner or responsible party, and will remain in the possession of the Developer. Developer’s only consideration in approval or denial of plans will be for architectural aesthetics that will be fitting for the neighborhood and minimum size requirements. Developer or assignee will not consider whether house will fit on the lot or how it could fit. A licensed surveyor is recommended for house plotting.
12. No clear cutting of trees shall be allowed on any lot as shown on the recorded plat. Thinning of trees is allowed.
13. Drainage culverts (15” minimum where necessary) need to meet City, County and/or State requirements. It is the individual owner’s responsibility to see that his/her lot drains properly to the designated drainage ditch/easement and does not drain onto any adjoining property owner other than where an easement or natural drainage exists. It is also the individual owner’s responsibility to see that the yard is properly filled in and doesn’t hold water. Property owners and builders will in no way block drainage of any property owners above them or back water up on anyone adjoining them. Swells will run on all property lines and it is the individual property owner’s responsibility to keep them cleaned out so they drain properly. In order to establish swells, any lot owner has the right to grade on adjoining lots. It is the responsibility of the person doing the grading to repair any damage and re-establish sod or grass, etc. Furthermore, it is the owner’s responsibility or the responsibility of the owner’s contractor, to repair any damages done to the street. Any said damage is to be repaired within 30 days of occurrence. The Developer reserves the right to make necessary repairs and the cost of this will become a lien upon their property.
14. There is no time limit as to when home construction has to start after a lot is purchased as long as owner maintains lot in a presentable condition with grass not to exceed 12” in height. If Developer or Association has to mow, then they can charge and file a lien if necessary. After construction of the home has begun, there will be a time limit of one year for completion of all construction including an established gravel or paved driveway. If lot remains naturally wooded, then the requirement of less than 12” grass height does not apply.
15. Any satellite dishes or antennas must be screened from view.
16. Each owner of a lot shall, at his 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 the 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. The repairs may not take more than one year. In the event one year has passed, any lot owner in Tanglewood Hills Section I may give the owner of the damaged property 30 days notice to take corrective action. If no corrective action occurs, the offended lot owner may request 3 separate bids from three different licensed contractors. Then, using the lowest bid, have the damaged property removed. After paying for the removal, the offended lot owner may place a lien on the damaged lot for the full cost plus interest at the legal rate, plus the cost of legal fees.

23. No discharging large caliber (.357 or larger) firearms of any kind on any lot.

24. 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 Salt River RECC, Cable, and Telephone Company.

1. Prefabricated houses will not be permitted on any lot in Tanglewood Hills.
2. Should any swimming pool be placed upon the property, the said pool shall be located in the rear yard, behind the residence.
3. Any owner shall have the right to enforce by any proceeding at law or in equity the within contained restrictions and the failure of any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
4. Invalidation of any one of these covenants or restrictions by a judgment of court shall in no way affect any other provisions that shall remain in full force and effect.
5. No portion of any lot in Tanglewood Hills shall be used for ingress or egress to another lot or tract of land unless approved in writing by the Developer, but the Developer reserves the right to use any lot for ingress or egress to another lot of that tract of land. Developer reserves the right to grant ingress and egress easements across any lot.
6. The developer retains the right to establish different restrictions for future sections.
7. The restrictions contained herein are and shall be deemed to be covenants running with the land and shall be binding on all parties having any interest in any lot within the subdivision and all successors entitled thereto for a period of thirty (30) years from the date of recording of this instrument, after which date said restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of such thirty (30) year period, or any successive ten (10) year period, an instrument signed by a majority of the owners of lots within the subdivision has been recorded, releasing the restrictions or any particular one or more of them, provided however, at any time whatsoever, this Declaration of Restrictions or any provisions hereof may be modified, altered, or terminated upon the written consent of two-thirds of the owners of the lots. (Any person or party who owns more than one lot shall be deemed a separate owner for each lot that he/she owns).
8. Developer reserves the right to assign our responsibilities and rights under these restrictions to any lot owner of our choosing.

written.

IN TESTIMONY WHEREOF, witness the signature of the party the day and year first herein

BY: GEORGE R. MILLER of Miller

Enterprises, LLC, a Kentucky Corporation.

STATE OF KENTUCKY COUNTY OF BULLITT

I, the undersigned, a Notary Public, within and for the State and County aforesaid, do hereby certify that on this day the foregoing RESTRICTIONS FOR TANGLEWOOD HILLS was produced to me in said State and County and was signed, subscribed, sworn, acknowledged and delivered by GEORGE R. MILLER of MILLER ENTERPRISES, LLC, a Kentucky corporation, party referred to as “Declarant”, to be lawful act and deed of said corporation for the purposes therein stated.

WITNESS my hand this

day of , 2001.

My commission expires:

NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

Owners of Record:

MILLER ENTERISES

George Miller Date

Instrument drafted by:

Lee H. Miller of MILLER ENTERPRISES, LLC