

SPENCER COUNTY
D238 PG406**DECLARATION OF RESTRICTIONS
FOX LAIR, PHASE II**

This Declaration of Restrictions, made and executed by Michael E. Harris as Chief Executive Officer of Fox Lair, LLC, a Kentucky Corporation, herein called "Owner" and "Developer".

WITNESSETH:

WHEREAS, the Owner and Developer of this property desires to protect said property and neighborhood by appropriate restrictions as to the use and improvements of said lots and to make said subdivision more desirable for residential purposes.

We hereby make and impose the following restrictions on the following described property in Spencer County, Kentucky, to wit:

Being Fox Lair, Fisherville, Spencer County, Kentucky, as shown on plat of said subdivision, Plat Book 5, Page 50, in the Office of the Spencer County Court Clerk.

1. A review and approval of plans for construction must be obtained from Developer of Fox Lair prior to construction. THERE SHALL BE A MAXIMUM CONSTRUCTION PERIOD FOR EACH DWELLING NOT TO EXCEED EIGHT MONTHS FROM START TO COMPLETION. Construction of the dwelling house must begin within six (6) months of purchase of a lot unless otherwise agreed to in writing by Developer; failure to do so will result in the lot ownership reverting to Developer. Original cost of the lot will be returned to the purchaser, less any expenses incurred by the Developer in the original sale of the property, in the return of the property to the Developer, or in site work on the property needed to prepare it for marketing again. Construction of any approved house or any approved detached structure/garage shall be completed within eight (8) months from the beginning date of said construction. All the plans for homes and detached structures/garages must be reviewed and approved in writing by Developer prior to construction.
2. No lot shall be used except for single family dwelling, residential purposes. No more than one dwelling shall be built on combined lots. No lot shall be subdivided into smaller lots than as shown on the recorded plat for the purposes of erecting any building thereon.
3. The following shall be the minimum floor areas for houses to be constructed in Fox Lair, Phase II:
 - (a) All one story houses shall have a minimum floor area of one thousand seven hundred (1,700) finished and habitable square feet exclusive of any

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- garage, carport, breezeway or porches with at least a two-car garage;
- (b) All one and one-half story houses shall have a total minimum floor area of at least one thousand four hundred (1,400) finished and habitable square feet on the ground floor with one thousand eight hundred (1,800) finished and habitable square feet overall exclusive of any garage, carport, breezeway or porches with at least a two-car garage;
- (c) All two story houses shall have a total minimum floor area of two thousand four hundred (2,400) finished and habitable square feet overall exclusive of any garage, carport, breezeway or porches with at least a two car garage;
- (d) Finished basement areas, walkout basements, garages and open porches are not included in computing floor areas.
4. No building shall be constructed on any lot closer to the front line than the minimum building set-back lines as shown on the recorded plat, which is fifty (50) feet from the center of the roadway. No building may be located nearer to the side lot lines as shown on the recorded plat, than fifteen (15) feet or those limits prescribed by the Spencer County Zoning Regulations, whichever is a greater distance from the subject lot line. Where two or more lots are adjoined for the purpose of the erection of a single-residence, set back provisions shall apply to the outside perimeter of the total tract.
5. The exterior of the dwelling house and detached structure to be located upon any lot shall be of brick, stone veneer, concrete siding, or a combination of same, or other materials approved by the Developer, which approval must be obtained in writing before construction begins. All foundation walls parallel to any roadway must be covered with soil and all other foundation walls must be covered in stucco so that the construction materials are not exposed. Other types of materials may be used to cover the foundation walls subject to the written approval and consent of the Developer prior to their being used.
6. No basement, barn, storage building, tent, shack, garage, trailer, mobile home, modular home, recreational vehicle, outbuilding or temporary structure shall be used as a residence or for residential purpose on any lot. No structure shall be moved onto any lot unless it shall conform to the restrictions herein set out.
7. No trailer, double-wide home, modular home, or mobile home shall be used, erected, placed, altered or stored on any lot, not to include recreational vehicles. No trailer court or trailer park may be allowed or established on any lot located within the subdivision.
8. If an outbuilding is constructed on any lot, construction materials and design as shown on plans must be approved in writing by the Developer prior to construction. There shall only be one additional unattached structure allowed per lot. The exterior of any unattached structure must be of concrete siding, brick, or stone, and must be constructed in conformity and harmony with existing structures. All unattached structures must be kept in good repair.

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9. No noxious or offensive trade or activity shall be permitted on said lots, nor shall anything be done thereon which is or may become an annoyance or nuisance to other owners. No inoperable cars, trucks, tractors or any other inoperable vehicles are allowed on any lot in the subdivision, except in enclosed structures where the same shall not be visible to adjoining property owners or from the roadways. No semi-tractors or semi-trailers shall be parked or stored anywhere or on any lot within the subdivision.
10. No permanent signs are to be attached to or placed upon any lot except the owners' name plate and/or house numbers. No commercial advertising shall be permitted, with the exception of Realtor signs. The Developer herein, however, reserves unto itself the right and privilege to erect or place a sign or signs upon any of said lots owned by it for the purpose of promoting sale of said lots and at the entrance to the subdivision.
11. Where a culvert is required for necessary drainage, each lot owner, at his expense, shall install, maintain, and keep open, such culvert to provide adequate drainage. A culvert must be installed at the time the lot owner puts a driveway into his/her property. The culvert shall be a minimum of fifteen (15) inches in diameter and twenty-eight (28) feet long. The county road engineer must approve a change in dimensions due to terrain or cul-de-sac limitations.
12. All fencing plans must be reviewed and approved in writing by the Developer prior to construction/installation. Privacy, chain link, barbed wire or woven wire fencing is strictly prohibited on any lot within the subdivision. Boundary fencing shall be constructed of board fencing that is compatible, both in style, color and height, with existing board fencing at the entrance of the subdivision. Other fencing types that will be permitted pending Developer review include hedge or ornamental iron fencing. Fencing must be maintained regularly to keep it in an aesthetically pleasing manner. No fencing shall exceed four (4) feet in height. Fencing around approved in-ground pools must meet all local code requirements in addition to meeting the fencing requirements set forth in this paragraph. The existing fencing on Lot #30, Phase I of Fox Lair is allowed; however, if the existing fencing is removed at anytime in the future, and it is replaced, it shall only be replaced with fencing described in this paragraph and must be reviewed and approved in writing by Developer prior to construction/installation.
13. No soil or fill of any nature shall be added to or removed from any lot to the detriment of the adjoining lots. None of the existing natural or constructed drains may be obstructed so that they would adversely affect other property owners.
14. No lots shall be sub-divided or diminished in size, and no Passover road easements shall be given without the Developer's written approval. The Developer herein, however, reserves unto itself the right and privilege to diminish the size of said lots for the purposes of Passover road easements and for any other reason it sees fit.

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15. No animals, poultry or other livestock shall be kept on any of the property, except household pets. No pens or kennels shall be permitted for commercial purposes. No pet may be allowed to become a nuisance to the other lot owners. Dogs shall remain under the control of their owners and in compliance with local regulations and ordinances. No horses are allowed in the subdivision.
16. Individual sewage disposal systems shall be located and constructed in accordance with the requirements, standards and recommendations of the State Board of Health. Approval of such systems as installed shall be obtained from such authority.
17. The real estate shall not be used or maintained as a dumping ground for rubbish etc. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No burning of rubbish or trash is allowed, except when clearing a lot. Fire or barbeque pits may be constructed for recreational use.
18. Any tank used to store heating fuel must meet all federal, state and local environmental statues and regulations. Propane tanks must be buried. All unity connections servicing a residence or outbuilding must be placed underground.
19. A lot owner shall keep his lot free and clear of all weeds and trash, and generally keep it neat and attractive in appearance. Prior to beginning construction, lot owners shall ensure that the grass level does not exceed twelve (12) inches in height. Should any lot owner fail to keep his/her lot neat and attractive, and free and clear of all weeds and trash, Developer may take such action as it deems appropriate, including mowing the grass, to make the lot neat and attractive. The lot owner shall immediately upon demand reimburse Developer for its costs incurred in taking such action. A lien for any such work shall be placed upon the property to secure payment to the Developer. Owners shall maintain the portion of the right of way adjacent to their lot.
20. All mailboxes shall be subject to the approval of Developer or any person or association to whom Developer may assign the right.
21. Upon occupying the house, the homeowner will be held responsible for planting a minimum of six (6) shrubs and two (2) trees within a period of six (6) months. If any trees with a trunk measuring two (2) inches or greater in diameter or a height of six (6) feet or greater are cut down or otherwise removed from a lot herein, whether it be caused by nature or human, said lot owner shall immediately replace said removed tree with a tree having a trunk measuring two (2) inches or greater in diameter and a height of six (6) feet or greater.
22. All lots are subject to utility easements as shown on the plant of record in the Spencer County Clerk's Office. Developer reserves unto itself the sole right to grant consents for the construction and operation of said utilities along all

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boundary lines.

23. No trade or business of any kind shall be conducted on any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. A new house or temporary sales office may be used by the Developer thereof as a model home for the Developer's own office and to promote the development until all lots in the development have been sold.
24. Garage doors of the main residence shall open to the side or rear of the lot. Special exceptions to this prohibition may be made by the Developer upon Developer's review to allow front entry garage doors on lots with insufficient grade for a side or rear entry garage. Any change regarding garage location must be approved in writing by the Developer.
25. The placement of window air conditioning units in homes constructed on the lots or in detached structures constructed on the lots is prohibited.
26. Basketball goals shall not be affixed to the exterior of the homes or detached structures on any lot in the development. Any basketball goals placed on the lots in the development must be properly mounted in concrete and maintained in a neat and orderly fashion. Driveway basketball goals are permitted.
27. Above ground swimming pools are strictly prohibited. Swimming pools must be in ground only, and specifications for same must be approved in writing by the Developer, as well as the appropriate agency governing privately installed swimming pools, if required.
28. If a landscaping allowance is taken in lieu of placement of landscaping by the Builder/Developer, landscaping must be completed within six (6) months of homeowner taking possession.
29. Lawns and landscaped beds are to be regularly maintained, including around home, detached structures, fencing and easements. Grass and/or weeds should not be allowed to exceed eight (8) inches in height. Should a lawn and/or landscaped bed be allowed to exceed the requirements, the Developer/Builder will hire a lawn service company to manicure the lawn and/or landscaped bed and the Developer/Builder will then bill the service to the homeowner.
30. Portions of Phase Two of Fox Lair include lakes/ponds creating Waterfront Lots. The owners of Waterfront Lots shall have the right to use the lake/pond in common with the other owners of the Waterfront Lots as well as the owners of the lots to be developed and which lots, when developed, will also adjoin lakes/ponds.

Lakes/ponds shall be used in accordance with all laws, statutes, ordinances or orders, codes and regulations enacted, promulgated or otherwise adopted by all agencies, boards, instrumentalities, or commissions having jurisdiction with respect to the use, development and occupancy of lakes/ponds, including but not

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limited to, any and all activities upon or in any way related to the lakes/ponds.

No nuisance shall be allowed upon the lakes/ponds, nor shall any use of practice which is the source of annoyance to residents and their respective owners and occupants or which interfere with the peaceful possession and proper use of the lakes/ponds and the residences shall be allowed.

The owners of the Waterfront Lots now developed, or to be developed shall be obligated at their expense and cost, to maintain and preserve the lakes/ponds. Lakes/ponds shall be kept in a clean and sanitary condition, and no rubbish, garbage, refuse or debris of any kind shall be permitted upon lakes/ponds. No hazard of any kind or nature shall be permitted upon lakes/ponds. Owners of Waterfront Lots shall keep their lot area around lakes/ponds mowed and weeds eliminated so as to create a pleasing visual image. No lot owner shall place any improvements on his property adjacent to the lake/pond, including a fence, except for a dock extending into the lake/pond. Docks must be reviewed and approved in writing by Developer prior to construction/installation. Docks must be regularly maintained to keep them in an aesthetically pleasing manner. No lot owner shall place trash or waste of any kind in, on or below the lake/pond. However, for the purpose of creating a habitat for fish and other aquatic life, materials appropriate for such purposes may be placed in the lake/pond. No lot owner shall be required to pay for stocking the lake/pond with fish and other aquatic life. Lot owners shall jointly pay to keep the lake/pond clean of debris, algae and/or moss through the use of appropriate chemical treatment. Each lot owner shall insure that his Homeowner's Insurance Policy covers any and all liability associated with the existing lake/pond as a part of the lot. Those lots fronting on a dam of the lake/pond shall take no action that will either affect the size of the lake/pond as a part of the lot. Those lots fronting on a dam of the lake/pond shall take no action that will either affect the size of the lake/pond or the integrity of the dam.

All laws, zoning ordinances and regulations, including the restrictions herein set forth, shall be observed. No unlawful, offensive, improper or immoral use of lakes/ponds shall be permitted.

It is understood that when a Waterfront Lot is purchased, and the deed has passed from the Developer to the purchaser/owner of a Waterfront Lot, it will immediately become the sole responsibility of the purchaser/owner of any Waterfront Lot, not the Developer, to supervise and promote the health and safety of those accessing and utilizing the lake/pond while on the purchaser's/owner's property. The Developer will not be held liable for any conduct or action that may cause harm to purchaser/owner, a member of purchaser/owner, or any other persons(s) while on any lot within the Development.

No motorized boats or watercraft of any kind, including but not limited to those with gasoline motors or even electric trolling motors, are permitted on the lake/pond at any time. Only paddle boats or row boats are permitted on the lake/pond. Only Waterfront Lot owners shall be permitted to operate paddle boats

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- or row boats upon the pond and shall be permitted to operate said boats freely upon and across the entire pond.
31. Any and all changes made by the lot owner to the exterior of the home after completed construction must be approved in writing by the Developer/Builder or the subdivision architectural committee.
 32. All lot owners, with the exception of the Developer, must pay a one hundred fifty dollar (\$150.00) yearly Homeowner's Association maintenance fee. The yearly maintenance fee shall be used exclusively for the maintenance and upkeep of the signature entrance which includes the entry, board fencing and landscaping along Wilsonville Road bordering Fox Lair, installation and maintenance of street lighting, including all utility bills associated with said street lighting; installation and maintenance of street signage, and snow/ice removal when Developer deems necessary. Maintenance and upkeep includes, but is not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, and the employment of attorneys, accountants and other professionals to represent the Developer with the enforcement of recorded restrictions and collection of yearly maintenance fees. The maintenance fee is due January 1 of each year except the year in which the lot is purchased; the year the lot is purchased the maintenance fee is due on passing of the Deed from Developer to the Purchaser, and will be prorated based on that date. This maintenance fee will be collected and administered by Developer until all lots have sold, or at some other time before this event occurs, at the Developer's discretion. If a Homeowner's Association is formed, the Association shall then have all the authority reserved herein for the Developer. The amount of the maintenance fee can then be adjusted by the Homeowner's Association by a majority vote of the owners. The Developer reserves the right to take any lawful action, including the placement of a lien on any lot owner who does not comply with the collection of the maintenance fee or does not comply with the adherence to recorded Restrictions for Fox Lair Phase Two. Any lien imposed shall be inferior to a lien created by a mortgage. Maintenance fee invoices will be sent to each lot owner by December 1 of each year, and payment of said maintenance fee shall be made on or before January 31 of the following year. A ten dollar (\$10.00) per month late fee will be added to any maintenance fee that is not paid on or before January 31.
 33. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority (fifty-one percent) of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
 34. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants either to restrain violation or to recover the damages, which action or actions shall be brought by an person

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or persons or corporations owning real property situated in said subdivision.

- 35. Invalidation of any one of these covenants by judgment or court action or order shall in no way affect any of the other provisions herein which shall remain in full force and effect.
- 36. The Developer reserves the right to make any alterations or additions to these restrictions as needed.

Witness the hand of the Owner and Developer this 5th day of JANUARY, 2010. *mel*

Fox Lair Properties, LLC

By: *Michael E. Harris*
MICHAEL E. HARRIS
Member

COMMONWEALTH OF KENTUCKY
COUNTY OF HARDIN

I hereby certify that the foregoing Declaration of Restrictions were acknowledged and sworn to before me this 5th day of January, 2010, by Fox Lair Properties, LLC, by its member, Michael E. Harris.

Paul M. Bond
NOTARY PUBLIC
My Commission Expires: 8/27/2011

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COUNTY: SPENCER COUNTY
DEPUTY CLERK: SHERRIE COULTER
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