

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
LAKEWOOD SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKEWOOD SUBDIVISION, is made and entered into this _____ day of _____, 2020, by LAKEWOOD DEVELOPMENT COMPANY, LLC, a Kentucky Limited Liability Partnership, whose address is 290 Ratliff Creek Road, Pikeville, KY 41501, or such successors and assigns as Lakewood Development Company, LLC may designate (hereinafter "**DEVELOPER**").

WHEREAS, DEVELOPER is the owner of real property located in and around the tributary of Spruce Creek in Whitley County, Kentucky known as Phase 2, Lots 1 through 5 of the LAKEWOOD SUBDIVISION, which are more particularly described in plats recorded in plat file _____.

NOW THEREFORE,

WITNESSETH:

In consideration of the foregoing premises, **DEVELOPER** now establishes the following covenants, conditions and restrictions for all Lots of the Properties:

- I. **RESIDENTIAL STRUCTURES ONLY:** All lots shall be used solely for residential purposes. All buildings erected, altered, placed and/or permitted to remain on any lot shall be a detached single-family dwelling with attached garage. The attached garage shall, as a minimum, contain sufficient space to accommodate two (2) automobiles.
- II. **CONSTRUCTION PLANS/DEVELOPER APPROVAL:** All plans for buildings to be erected, placed, altered or permitted to remain upon any lot shall be subject to prior written approval by the **DEVELOPER**. One complete set of the plans, specifications and site plan showing the location of house, garage and driveway shall be provided and retained by the **DEVELOPER**. The detailed plans and specifications shall, without

limitation, include the colors of the stones, brick and paint to be used on the exterior, and shall specify the roof shingles to be used on the structure. The roof pitch shall not be less than 5 ½ on 12 unless another type of roof or the pitch is approved by the **DEVELOPER**. A minimum amount of landscaping is required upon construction of any residence or with any additional construction which shall be determined by the **DEVELOPER**. It is one of the purposes of these restrictions to cause the construction of residences of external design which will be harmonious one with the other. Bedford stone, Tennessee stone or similar stone shall not be permitted on the exterior of any residence. Field stone or sandstone or limestone shall be permitted. No untreated exposed concrete block shall be permitted on any exterior surface.

- III. MINIMUM LIVING AREA:** Any residence constructed upon any lot except hereafter listed shall contain a minimum living area exclusive of porches, basements, attics, carports and garages as follow:
- a. **One (1) floor residential structures** – 1,500 square feet of finished living space (measured by interior space), plus attached two (2) car garage.
 - b. **Multi-level residential structures** – Must be a minimum of 1,200 square feet on the main level and 1,700 total square feet of finished living space (measured by interior space), plus attached (2) car garage.
- IV. LIMITATIONS OF BUILDING:** There shall be only one structure on a lot. However this restriction shall not include pool houses, gazebos or similar structures, all of which are subject to approval by the **DEVELOPER**.
- V. APPURTENANCES, IMPROVEMETS AND OTHER PERMANENT STRUCTURES:** No appurtenance, improvement or other permanent structure shall be constructed or placed on any lot without prior written approval from **DEVELOPER**. Such permanent structures include, but are not limited to, pools, fences, gazebos, storage facilities, and tennis courts. No exterior alterations of any existing building may be permitted without the written approval **DEVELOPER**. No exterior alterations of any existing building may be permitted without the prior written approval of **DEVELOPER**. The following requirements are applicable to such appurtenances, improvements and other permanent structures:
- a. **Garages** – Each house shall have a minimum two (2) car attached or basement garage. Garages are to be given the same architectural treatment and are to be constructed of the same materials as the main structure.
 - b. **Driveways and Sidewalks** – All driveway areas must be concrete, exposed aggregate or brick, and shall be a minimum of 4” thick and adequately reinforced with steel or as approved by the **DEVELOPER**. Driveways shall not exceed 20 feet in width onto Mauney Chapel road and must have a turnabout.

- c. **Flashing, Vents, Louvers, Etc.** – The roof pipes, vents, louvers, flashing and utility equipment shall be painted to match the surface from which they project, or pursuant to a color scheme approved in advance in writing by **DEVELOPER**.
- d. **Swimming Pools** – All swimming pools are preferred to be in-ground pools. The Developer will evaluate all plans for above ground pools and determine if they are conducive to the development. No construction of swimming pools shall be commenced until approved in writing by **DEVELOPER**. Drainage, fencing, placement and lighting plans shall be included in the construction design plan submitted to **DEVELOPER** for approval. There shall be no increase in drainage or other properties permitted as a result of construction nor shall there be an increase in drainage to other properties during such construction. No swimming pool shall extend beyond the front of the primary permanent residential structure. No lighting of a pool or other recreation area will be installed without the prior written approval of **DEVELOPER**. If allowed such lighting will be designed of recreational character so as to buffer the surrounding residences from such lighting.
- e. **Tennis Courts** – No tennis courts shall be constructed without prior written approval of **DEVELOPER**. Drainage, fencing, placement and lighting plans shall be included in the construction plan submitted to **DEVELOPER** for approval. There shall be no increase in drainage to other properties as a result of construction or during the construction of the tennis court. No tennis court shall be erected or placed on any lot unless the fencing (including posts, clasps and gates) is coated with black or green vinyl. Lights for tennis courts are not permitted without approval from **DEVELOPER**.
- f. **Basketball Goals** – Basketball goals shall be permitted, provided that the type and location shall be approved by the **DEVELOPER**. No basketball goal shall be erected in common areas.
- g. **Fences** – Fences on individual lots (with the exception of fences enclosing tennis courts) shall be a maximum height of six (6) feet. All fencing plans must be submitted for approval to **DEVELOPER** in advance of construction. All plans must include a lot plan depicting the location and a diagram and/or picture describing the fence and fencing material. There shall be no chain link fencing permitted on any lot unless approved by the developer.
- h. **Satellite Dishes, etc.** – No large satellite dishes (greater than 25" diameter), television towers, receiving towers, or radio towers may be erected or placed on any lot. Miniature satellite dishes will be allowed, provided the size and location are approved in advance by the **DEVELOPER**.

- i. **Clotheslines** – No outside clothesline shall be erected or placed on any lot that is visible from the road.
- j. **Signs** – No signs of any kind shall be displayed on any lot, with the exception of house numbers and name plates of standard sizes as determined by **DEVELOPER**, For Sale or Rent signs (which shall not be greater in size the nine (9) square feet and signs deemed acceptable or necessary by **DEVELOPER**.
- k. **Temporary Structures** – No temporary building or structure shall be permitted on any lot with the exception of temporary tool sheds and/or field offices used by builder and/or **DEVELOPER**; any such sheds or offices shall be removed when the construction or development has been completed.
- l. **Lighting** – No exterior lighting, including recreational and/or security lighting, shall be installed or maintained on any lot if such light is found to be objectionable by **DEVELOPER**. Upon being given notice by **DEVELOPER** that any exterior light is objectionable, the owner of the lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable.
- m. **Garden** – A small kitchen type garden will be allowed provided that they are kept in a neat orderly fashion and are not located within a visible sight plane from access roads.

VI. LANDSCAPING DURING CONSTRUCTION: During construction, builder shall be responsible for the following:

- a. Stockpiling of any building materials shall not be allowed within drip line of trees. Cutting, filling or any ground disturbance shall not be allowed within the drip line of existing trees.
- b. All debris, including, but not limited to, trees, branches, trimmings, clippings, rocks and roots, resulting from clearing of lot shall be promptly removed from the subdivision. If such debris is not promptly removed, **DEVELOPER** shall have the right to re-enter the property for the purpose of removing such debris at the expense of the owner of the lot as set out in section XI.
- c. No construction material or equipment or debris shall be placed on any lot, other than the lot on which a structure is being built, regardless of whether said lot is vacant, in any stage of construction, completed, or adjoins the construction site.
- d. Runoff and erosion shall be controlled on site during construction while the site is disturbed.

VII. PERMANENT LANDSCAPING PLANS:

- a. Landscaping shall be completed within thirty (30) days of occupancy of the residence unless otherwise approved by **DEVELOPER**.

- b. All front and side yards must be completely graded and sodded upon completion of construction. Seeding in lieu of sodding is allowed if properly mulched.
 - c. Landscape designs for each lot shall reinforce the natural character and meadow and woodland quality of the surroundings. Cleared areas should be landscaped with trees, shrubs and lawn designed to complement the architectural character of the residence in form, location and scale.
 - d. No hedge shall be planted on any lot unless its placement and planning are approved in writing by **DEVELOPER**.
 - e. Owners shall maintain their yards, hedges, plants and shrubs in a neat and trimmed condition at all times. Should owner fail to properly maintain their yard **DEVELOPER** may enter such lot to maintain the yards, hedges, plants or shrubs and perform any other appropriate work, and collect its costs of labor and material, plus 25% from the owner and/or occupant of such lot.
 - f. No lawn ornaments of any kind will be permitted in front or side yards or in yards facing streets.
- VIII. UTILITIES:** Any and all utility lines or wires for communications or transmission of electrical current outside of any residence or building will be constructed, placed and maintained underground. All other utility conduits shall similarly be constructed, placed and maintained underground.
- IX. EASEMENTS:** Utility Easements for installation and maintenance of utilities may be reserved over each lot by deed or as shown on plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, or which may change the direction or flow of drainage channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
- X. VEHICLES:** No trailer, truck in rating in excess of $\frac{3}{4}$ ton, commercial vehicle, camper, trailer, camping vehicle or boat shall be parked or kept on any lot, at any time, except for intermittent visits, unless said vehicle is housed in a garage or basement; It is understood that boating and lake activities play is an important activity within the community and as such, in conjunction with the above restrictions, boats shall be allowed to be parked outdoors on driveways or paved areas at individual houses for no more than seven consecutive days. This shall not be construed to be in any way as a method to constitute long-term storage of said boat and is only intended for short – term intermittent periods allowing the property owner flexibility to utilize boating activities without storage of boats indoors. No long – term storage or parking of boats (greater than (7) seven days) outside shall be allowed. Long-term

storage or parking of boats shall be within an adequate enclosed garage. No inoperable automobile shall be parked on any street; and no operable vehicle shall be parked on any street in the subdivision in excess of twenty-four (24) hours in any on calendar year. Routine automobile maintenance shall be conducted within close proximity to the garage entrance. No such routine maintenance shall be permitted on residential streets or on portions of driveways within close proximity to the residential street. No person shall engage in major car repairs.

- XI. DISPOSAL OF TRASH:** No lot shall be used as a dumping ground for rubbish, trash or garbage. Any and all such waste shall be kept in suitable sanitary containers. No vacant lot shall accrue trash, rubbish or debris at any time. Grass and/or shrubbery clippings, dead shrubs, leaves or any other debris shall be disposed of in appropriate waste receptacles. Dumping of said materials on any other lot is strictly prohibited. **DEVELOPER** may enter onto any lot to remove any rubbish, trash, garbage or other debris, collect its cost of labor and material, plus 25% from the owner and/or occupant of such lot and/or the individual who violates this section.
- XII. ANIMALS:** No pets or animals, other than dogs, cats and small traditional household pets shall be housed or kept on any lot. Under no circumstances shall any pets or animals be kept for any commercial or breeding purposes. Pets shall always be under the control of the owner and adhere to the ordinances set forth by the County of Whitley Kentucky.
- XIII. STREETS AND SIDEWALKS:** Anyone cutting into or tunneling under or damaging in any manner the street and/or sidewalk serving said Lots must repair and restore the street and/or sidewalk to its original condition, all at such person's own risk and expense. This shall not be construed as the granting of permission or consent by **DEVELOPER**, either expressed or implied, to do so.
- XIV. OWNER'S UPKEEP OBLIGATION PRIOR TO COMPLETION:** Each owner of a lot upon which construction of a residence has not yet been completed is obligated to maintain the lot prior to completion of construction in accordance with all of the provisions referred to herein.
- XV. ZONING:** All lots in the Unit shall be used for single family residential purposes only. The "lots" mentioned herein are all the lots within the Unit, and only those within the Unit. No zone change, condition use permit, variance, interpretation of a zoning ordinance, or any other matter involving any part of the Unit requiring approval of the Whitley County Zoning Commission shall be applied for without the prior written approval of **DEVELOPER**. No person shall take any action (to admit to act) based upon a grant or determination by the Whitley County Zoning Commission without the prior written consent of **DEVELOPER**. In applying for such consent, **DEVELOPER** shall be provided with such details as it requests; and no person shall, after granting

of such consent, if any, act (or admit to act) in any way inconsistent with the specific proposal delivered to **DEVELOPER**.

- XVI. MAINTENANCE FEES:** Every lot owner, (with the exception of **DEVELOPER**, which will be \$50.00 per lot), shall be required to pay on February 1 of each year, an annual maintenance fee in an amount to be determined by **DEVELOPER** and in an initial amount of \$240.00 per lot per year as of February 1, 2019 (as such amount shall be increased in proportion to the U.S. Labor Department's "All Items" Urban Cost of Living Index) to the Lakewood Maintenance Association; at the address provided by the **DEVELOPER**. This annual maintenance fee may be increased in **DEVELOPER'S** discretion, however, in excess of the limits set out in the prior sentence. The **DEVELOPER** shall have absolute discretion in expenditures from the Fund, so long as it devotes the Fund to matters which **DEVELOPER** determines in good faith may benefit the common areas of the subdivision. The maintenance fees shall constitute a lien on the lot and any improvements thereon, but shall subordinate to a first mortgage or first vendor's lien placed on the lot.
- XVII. ADDITIONAL COVENANTS AND RESTRICTIONS APPLICABLE:** Each lot shall be conveyed subject to these covenants and restrictions herein, the easements and restrictions depicted on the Final Plats as in the first paragraph, of which this property is a part, those covenants and restrictions of the Lakewood Maintenance Association of which each real property owner is a member and the regulations and restrictions of all governmental entities.
- XVIII. RESTRICTIONS RUN WITH LAND:** The covenants and restrictions herein contained shall run with the land and shall be binding upon all parties and all persons and their successors and assigns and those claiming under them, for a period of thirty (30) years from and after the date upon which these covenants and restrictions are recorded, after which time all covenants and restrictions shall be automatically extended for two successive periods of ten (10) years each, unless an instrument in writing signed by a majority of the owners of lots in said unit is recorded in the Whitley County Court Clerk's Office, which provides that said restrictions are to be modified or altered, and then said restrictions shall be deemed modified or altered only to the extent that said instrument changes and/or abolishes any of the restrictions contained herein. In order to be valid and effective and to prevent the first ten-year extension of restrictions, said instrument, in writing and signed as aforesaid, must be recorded within six months from the date the original thirty (30) year period expires. To be valid and effective and to prevent the second ten-year extension of these restrictions, said instrument, in writing and signed as aforesaid, must be recorded within six months from the date of the first ten-year extension period expires. Failure of **DEVELOPER** or any owner to demand or insist upon

observance of any of these restrictions shall not be deemed a waiver of the violation or the right to seek enforcement of these restrictions.

XIX. SEVERABILITY: Invalidation of any one or more of this restrictions by judgment, Court order of any competent jurisdiction, ordinance, statute, and/or governmental regulation, shall in no way affect or invalidate the remaining restrictions contained herein. These restrictions shall remain in full force and effect for the period hereinafter provided, and the extensions thereof.

XX. GENERAL:

- a. Once construction has begun on a lot, it shall be completed within a period of one (1) year after the date of commencement. Unfinished construction work, abandoned for more than three (3) months, or remaining unfinished beyond one year of the commencement shall be subject to legal remedies available to the **DEVELOPER**.
- b. Wherever in this document **DEVELOPER** is given the right to take any action to correct violation of defaults under this document, and **DEVELOPER** incurs expenses in connection with exercising those rights, **DEVELOPER** shall have the right to recover such costs, including reasonable attorney's fees, from the lot owner in default and shall have a lien upon such owner's lot to secure payment of same. That lien shall be enforceable against the lot by appropriate legal proceedings. **DEVELOPER** may at any time enforce the payment of the fees and assessments set out in section XIX by appropriate legal proceedings. **DEVELOPER** may at any time enforce restrictions and covenants contained under any other section by appropriate legal proceedings. The same may be enforced by any lot owner at such time as 80% of the lots have been conveyed by deed by **DEVELOPER** to others. No other person shall obtain any rights hereunder, including without limitation, any lot owner of other units in the subdivision.
- c. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which is or may become an annoyance or nuisance to others in the Unit or the surrounding neighborhood. The operation of the business from a lot or house in the subdivision is strictly, prohibited.
- d. Any judgment, discretion, decision or other matter determined hereunder by **DEVELOPER** shall be binding on all parties if made in good faith, and any interpretation hereof made by **DEVELOPER** in good faith shall likewise be binding on all parties; and in each case no party shall have any remedy against **DEVELOPER** except to require specific performance of its duties hereunder and/or to obtain a declaratory judgment unless **DEVELOPER** has recklessly injured the rights of the lot owners.

- XXI. WAIVERS, VARIANCES, AMENDMENTS:** DEVELOPER may waive, suspend, grant a variance or variances or suspend or amend this declaration from time to time in whole or in part and with respect to all or any part of the Properties so long as in writing in its sole discretion, without notice to any Lot owner.
- XXII. ASSIGNMENT:** The rights of DEVELOPER hereunder are fully assignable in whole or in part and may be assigned by DEVELOPER in writing at any time and from time to time.
- XXIII. APPROVALS TO BE IN WRITING:** Whenever these Restrictions call for any approval of the DEVELOPER, such approval shall only be effective if in writing.

IN WITNESS WHEREOF, Lakewood Development Company, LLC by its Member, has subscribed this instrument as of the date first written above.

DEVELOPER

LAKWOOD DEVELOPMENT COMPANY

A Kentucky Limited Liability Company

By: _____

Its: **MEMBER**