

**AMENDED
DECLARATION OF RESTRICTIONS
FOR
MAGNOLIA PLACE**

The **JIL Development Company, Inc.** of Shelbyville, Kentucky, owner and developer of **Magnolia Place Subdivision**, intending to establish a general plan for the use, occupancy, and enjoyment of said subdivision, hereby declare that, for the mutual benefit of its present and future owners, Lots 1-27, Lots 50-68 and Lot 85 in Magnolia Place Subdivision, according to the Plat recorded in the Shelby County Clerk's Office in Plat Cabinet 5, Slide 374 shall be subject to the following restrictions, covenants, and provisions:

1. Each lot in Magnolia Place Subdivision shall be used exclusively for the construction of one (1) single-family residence thereon and structure and facilities as authorized herein appurtenant to such residence.

2. No dwelling shall be erected on said property having less than the following minimum square footage requirements, excluding porches, carports, garages, breezeways, attics, basements, etc.:

1 – Story Dwellings – 1600 square feet

2 – Story Dwellings – 1900 square feet

Multi-Levels – 1900 square feet

Whenever any questions arise as to the classification of any proposed structure or its compliance with the provisions of these restrictions, the decision of the developer shall be final.

3. No improvements, structures or other appurtenances shall be placed, constructed or permitted to remain upon any lot in Magnolia Place until the plans and specifications therefore shall have been submitted to and approved by the developer. Such plans and specifications shall be drawn to scale and shall show as to each such improvement, structure or appurtenance, all floor plans, elevation drawings of every side, the type, style, color and finish of all materials of every side, a plot plan with grade elevations showing the location of each such improvement, structure or appurtenance upon such lot and such other information as may, from time to time, be required by the developers. The term "appurtenance" shall mean anything placed, constructed or permitted to remain upon any such lot. Approval granted hereunder shall be void six (6) months after approval unless renewed or construction in accordance with said plans is commenced.

a) No building, fence, wall structure or other improvement (including detached garage) shall be erected, placed or altered on a lot until the construction plans, specifications and a plan showing the grade elevation and location of the structure, fence, wall or improvement, the type of exterior material and the driveway (which shall be of concrete) shall have been approved in writing by the developer or by any person or association to whom the developer may assign the right. No fence or wall of any nature

may be extended toward the front or street side property line beyond the front or side wall of the residence.

b) The exterior building material of all structures shall extend to ground level and shall be either brick, stone, brick veneer or stone veneer or a combination of same, unless some other material shall be approved in writing by the developer. All front yards and, on corner lots, the side yards facing the street shall be sodded from the residence to the street as soon as practicable after construction is substantially complete.

It is the intent of this provision to insure, among other things, that the improvements placed upon any lot shall be suited to the site on which placed and in harmony with the character and design of improvements placed upon other lots in Magnolia Place.

4. No building or structure other than a single-family residence as herein otherwise permitted, whether temporary or permanent, fixed or transportable, including (but not by way of limitation) barns, tents, sheds, shops, kennels, outbuildings, animal pens shall be constructed, erected, placed or permitted to remain upon any lot. During actual construction of permitted structures and improvements upon any lot, temporary sheds or storage facilities will be permitted upon said lot for a period not to exceed six (6) months.

5. No boats, trailers or other equipment normally towed behind or transported upon any vehicle, no tractors, or other farm implements, no vehicles which may be wrecked, damaged or inoperable, and 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, stored, kept or left standing upon any lot or street except, in the case of commercial vehicles, during periods when actually necessary for the furnishing of services to the owner or owners of lots in said subdivision, provided, however, that this restriction shall not apply to such vehicles or equipment if completely enclosed within a structure approved by the developer as herein provided.

6. No animals or livestock, other than ordinary household pets, and no animals of any description which constitutes a nuisance or a threat or danger to persons or property shall be kept upon any lot, nor shall animals of any description be kept for boarding, breeding or commercial purposes. Permitted animals shall be restrained to the owner's premises at all times unless accompanied by an owner.

7. Subject to the provisions of Paragraph 3 hereof, each residence constructed shall be provided with an attached garage, providing space for not less than two (2) nor more than three (3) vehicles, such garage to conform to the residence in architectural design and materials used. Nothing herein contained shall prohibit the developer from permitting additional garage space when to do so would be consistent with the purposes and provisions hereof.

8. There shall be no burning of trash in the subdivision (except during construction and then only as permitted by the appropriate governmental agency and/or the fire department), and refuse containers shall not be visible from the roads. Lots shall be kept mowed and free of trash at all times. No outside clothes lines shall be erected or placed upon any lot. Mailboxes or other receptacles shall be of a design approved by the developer.

9. No part of any principal or accessory building shall be built closer to any street than the building line as shown on the final recorded plat of Magnolia Place nor closer than seven (7) feet to any side lot line where no building line is shown. No residence shall be constructed at a greater distance from the street than the building line without the prior written consent of the developer. The developer may vary the established building lines, in its sole discretion, where not in conflict with applicable zoning regulations.

10. Each lot shall have a driveway constructed of concrete and shall have off-street parking facilities for not less than two (2) automobiles. The entrance of each driveway shall be constructed so as to be at least twelve (12) feet in width at the pavement line of the street to which connected. Each driveway entrance shall be constructed of concrete and shall follow the contour of the established street-side swale or valley so as to eliminate the use of entrance culverts unless, because of conditions peculiar to any such lot, the developer authorizes or directs the use of a culvert. All entrances, drives and culverts (where authorized) shall be completed on or before ninety (90) days after the residence upon such lot is substantially completed and shall thereafter be maintained in a good condition of repair.

11. All utility installations within this subdivision shall be underground only, and no electric telephone poles shall be permitted on any lot, except for street light poles, without the prior written consent of Shelby Energy and the developer. All electric service lines serving each lot shall also be underground throughout the length of service lines from the Shelby Energy pedestal to the residence or other approved structures erected on each lot, and title to the service lines shall remain in, and the cost of installation and maintenance thereof borne individually by, the respective lot owner upon which said services lines are located. The electric, telephone and other utility easements shown on the plat or as established from time to time by the developer, and reasonably necessary to furnish utility services to lots in Magnolia Place shall be maintained and preserved without encroachment therein, 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 Shelby Energy, the Bell South Telephone Company, and any other affected utility company or the successors of any of them.

12. No noxious or offensive condition or activity shall be carried on or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

13. No exterior lighting, other than ordinary incandescent bulbs of 75 watts or less shall be maintained upon any lot so that the direct rays thereof fall upon any other lot.

14. No trade, business or commerce of any kind shall be carried out upon any lot. No sign for advertising or for any other purpose shall be displayed on any lot or a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which sign shall not be greater in area than nine (9) square feet; except the developer shall have the right to erect signs when advertising the subdivision. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

15. No tree with a trunk larger than two (2) inches shall be removed from any lot without the prior written consent of the developer.

16. No mailbox or paper holder shall be placed on any lot unless its design and placement are approved in writing by the developer or by any person or associate to whom it may assign the right.

17. No lot, as shown on the final plat of Magnolia Place, shall be divided, and no part of any such lot less than the whole shall be sold or conveyed, nor shall any right of way or other servitude be created, conveyed or suffered to exist over, under, or through any such lot for the benefit of any property not a part of Magnolia Place as shown by such final plat.

18. Lots are subject to current regulations of Triple S Planning and Zoning Commission, Department of Health, and any other restriction required by laws of the State of Kentucky.

19. The natural drainage on any lot shall not be altered or reduced without the written permission of the developer. During construction upon any lot and at all other times, siltation and erosion shall be controlled and/or abated. Silt and erosion control activities shall be such as to prevent the movement of silt from one lot onto any other lot, into storm drains or culverts, or into the street. The lot owner bears full responsibility for siltation and erosion control. If said lot owner does not control and/or abate siltation and erosion, the developer shall remedy the situation at the expense of such lot owner, and the cost thereof shall constitute a lien upon each such lot.

20. The developer shall have the right to install and otherwise make available such common facilities and services as it may deem reasonable or necessary for the general health, safety, welfare or convenience of the residents and owners of Magnolia Place, or as may be required of any governmental agency (including, but by no way of limitation, street lighting, entrance lighting, fire hydrants, and related equipment and street signs), and each lot owner shall be liable to the developer for its or their pro-rata portion of the reasonable cost of continuing, maintaining, servicing, repairing, or

replacing such facilities and service, including a reasonable fee for administering same. The amount chargeable against each lot owner, which shall constitute a lien upon each such lot, shall be an amount which bears the same proportion to the total of all such costs as the lots owned by such lot owners bears to the total of all lots in Magnolia Place. All streets in said subdivision shall be dedicated by the developer to the proper governmental unit and if accepted by it shall thereafter be maintained by it.

21. Any requirement imposed by these restrictions upon any lot owner, if not carried out or adhered to by such lot owner within a reasonable time or within the time stated herein, where a time is stated, may be carried out or effectuated by the developer at the expense of such lot owner, and the cost thereof shall be a lien against such lot. Enforcement of these restrictions shall be by proceeding at law or in equity, brought by any owner of real property in the subdivision, by the neighborhood association formed under paragraph 22, or by the developer against any person or persons violating or attempting to violate any covenant either to restrain violations, secure specific performance or to recover damages. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

22. The Articles of Incorporation of Magnolia Place Residents Association, Inc. were recorded on _____, in Corporation Book ___, Page ___, in the Office of the Shelby County Court Clerk. Every owner of a lot subject to these restrictions shall be a member of the association and by acceptance of a deed for any lot agrees to accept membership in and does thereby become a member of the association and shall be entitled to vote in accordance with the association's Articles of Incorporation as may be amended from time to time. All members shall abide by the association's bylaws, rules and regulations, and shall pay the assessments provided for when due and shall comply with the decisions of the association's Board of Directors.

- a) Objects and purposes of the association shall be set forth in the Articles of Incorporation and shall be to promote the social welfare and serve the common good and general welfare of the owners of the lots restricted herein and may include the maintenance of common area, cross walks, entrances, and acceptance of common areas for the purposes of operation, maintenance and repair.
- b) Any assessment levied by the association shall be used only for purposes generally benefiting the association and shall constitute a lien upon the lot and improvements against which each such assessment is made until full paid.

23. The liens provided for in paragraphs 19, 20, 21 and 22 hereof may be filed in the Shelby County Clerk's Office without notice to the lot owner(s). All such liens shall be inferior to any mortgage recorded prior to their filing and shall be enforceable against the real estate by foreclosure or otherwise.

24. The association may record a notice of lien or lis pendens as a notice of nonpayment of any assessment, but failure to record shall not invalidate or extinguish the

lien. Each such assessment, together with interest, shall be a personal obligation of the owner of the lot upon which the assessment is made at the time the assessment was levied by the association.

25. The term "Developer" shall include JIL Development Company, Inc., or any person, firm or corporation of other entity to whom JIL Development Company, Inc. may assign its right hereunder or designate to carry out and enforce its rights hereunder.

26. Nothing in this Declaration of Restrictions shall limit the right of the association to amend from time to time its Articles of Incorporation and By-laws.

JIL Development Company, Inc.

BY: Jim Oates
Jim Oates, President

**STATE OF KENTUCKY
COUNTY OF SHELBY**

The foregoing Declaration of Restrictions was signed and acknowledged before me by Jim Oates, officer of JIL Development Company, Inc., this 12th day of December, 2000.

Jennifer Oates
Notary Public, State at Large
My Commission Expires: 2/08/04

Prepared by: Debra Oates
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