

**FIRST AMENDED DECLARATION OF RESTRICTIONS**

**OF**

**GRAND VILLA - OLDHAM COUNTY, KENTUCKY**

WHEREAS, McMahan Developers, Inc. a Kentucky Corporation, on January 14, 1993 recorded in the Office of the Clerk of the County Court, Oldham County, Kentucky, a Declaration of Restrictions of Grand Villa, and

WHEREAS, said Declaration of Restrictions is recorded in Book 5 page 236, Office of the Clerk aforesaid, and

WHEREAS, 80% of the lots having been sold and Oldham County having taken over the roads, and

WHEREAS, the owners of lots in Grand Villa have formed a Homeowners Association known as Grand Villa Neighborhood Association, Inc., a Kentucky Corporation, (hereinafter "Association") to conduct the Homeowners Association business, and

NOW, THEREFORE, the undersigned lot owners of Grand Villa, pursuant to a duly authorized meeting held on the 26<sup>th</sup> day of February, 1998, acting individually and collectively and representing at least fifty-one (51%) percent of the membership, desire to change, amend and alter the Declaration of Restrictions of Grand Villa recorded in Book 5, page 236, Oldham County, Kentucky, Clerk's Office and hereby declare that the restrictions henceforth shall read as follows:

1. All lots are subject to the easements for electrical, drainage, gas, water and telephone utilities as shown on the plat of said subdivision. Easements are reserved as shown on the recorded plat with right of ingress and egress and with the right to cut down or trim any trees within the easement that may interfere with the installation or operation of the utility lines. The easements shall be kept free of all obstructions, including permanent fences, shrubbery, and gardens.
2. All residences erected on lots in this subdivision must face the roads as shown on the plat. The location of a residence on a corner lot will be optional, but set back requirements from each road shall apply.
3. All lots shall be used exclusively for single family private residences. No more than one dwelling house designed for occupancy by a single family shall be erected on any one lot. No house trailers, basements, tents, garages or outbuildings or temporary structures shall be used as a residence on any lot.
4. No residence shall be occupied until the exterior of the residence is fully completed in accordance with the plans and specifications as submitted and approved by the Association. All construction must be fully completed within twelve (12) months after ground breaking. The finished landscaping of lots is to be completed within one (1) year after the residence is occupied.

5. No lot shall be divided or diminished in size. Adjacent lots may be combined for the purpose of constructing one residence thereon. The annual assessment as described in Article 28 shall be due on individual lots as originally platted without regard to any combination of adjacent lots.
6. The purchaser of each lot agrees that he will not use or permit use of said lot, nor sell any portion thereof, for a passageway leading from the road to any adjoining property.
7. Residences erected on said lots shall contain the following minimum square feet of floor space.
  - a) One floor plan residence, 1,600 square feet on the main floor, not including garage, breezeway or porches.
  - b) Two-story residence, 2,200 square feet with a minimum of 1,100 square feet on the main floor, not including garage, breezeway or porches.
  - c) One and One-half story residence, 2,000 square feet with a minimum of 1,400 square feet on the main floor, not including garage, breezeway or porches.
  - d) Bi-level floor plan residence 1,600 square feet on the main floor, not including garage, breezeway or porches.
  - e) Tri-level floor plan residence, 2,200 square feet combined total of the three levels, not including garage, breezeway or porches.
  - f) No residence shall have a roof pitch of less than 6/12 (6" rise per foot).
  - g) Restrictions in this article do not apply to the existing house on Lot #55.
8. All new residences shall have at least a two car attached garage. When an owner desires to have a garage not attached, the residence shall contain 25% more square feet than stated in article #7 and a 2 car garage is provided, free standing or in basement. The openings or doors for vehicular entrances to any attached garage located on a lot shall not face the front line. Restrictions in this article do not apply to Lot #41.
9. Building materials shall not be stored on a lot prior to construction for a period of more that sixty (60) days.
10. All residences erected shall have exterior walls of brick, stone, clapboard, vertical siding or approved plywood, vinyl siding or aluminum. Other materials shall first meet the approval of Association. Each residence shall be compatible with the overall development of the subdivision. No residence shall ber permitted to expose an unfinished foundation. Geodesic domes, underground homes, flat roofs, log homes, modular or sectional homes shall not be considered compatible to the intent of these restrictions and will not be permitted. No homes or outbuildings shall have any pre-used materials on the exterior except used brick. There shall be no home or building moved onto any lot from other locations.
11. All construction shall be confined to the boundaries of the lot under construction, and the owner or builder will be liable for damages to any other lot or road damaged outside his/her particular lot.

12. Before any excavation or construction is begun, all plans for the residence and any outbuildings thereon must be submitted to and approved by the Association or its assigns who shall have the right to approve or disapprove any submitted plan. The approval, or disapproval, shall be in writing and made within 30 days of receipt by the Association. No residence or near design shall be approved unless the location of such residence meets the approval of the Association.
13. The front of all residences, including all bays, porches, etc. shall be restricted to the building line that is shown on the plat. The side and rear building lines for each lot shall be a minimum of 20 feet from each side lot line and 20 feet from each rear lot line.
14. An outbuilding will be permitted on a lot to properly house boats, cars, campers, lawn mowers utility trailers and recreation equipment. All utilities to outbuildings must be underground.
15. All outbuildings shall be neat and attractive in appearance and have an exterior which matches the residence. Other materials shall first meet approval of the Association. Outbuildings shall be limited in size to no more than 250 square feet. No outbuilding shall have a flat roof. If an outbuilding has more than 120 square feet, the roof pitch shall be at least 6/12 (6" rise per foot). Outbuildings must be approved by the Association. No pre-used material shall be used on the exterior of any building except used brick. All outbuildings shall be built to the rear of back line of residence. There shall be no privies or outside toilets.
16. All fences must be plank, picket or wood rail. No fence shall exceed the height of 54 inches and shall be open construction. No fence shall be erected closer to the road than the platted building-line set back requirements, must not be erected closer to the road than the front of the residence and must be approved by the Association.
17. No above ground swimming pools, except small children's toy pools shall be erected or placed on any lot. In ground swimming pools must be approved by the Association prior to installation.
18. No antenna, including those currently called "satellite dishes", shall be erected or placed on any lot or structure, unless its design and placement are approved by the Association, provided, however, that small "satellite dishes" not exceeding eighteen inches in diameter may be erected. Under any circumstances, however, the satellite dishes may not be installed on the front of the house or front of garage.
19. No animals, including reptiles, livestock (sheep, goats, swine, poultry, horses, cattle or other like animals) shall be raised or kept on any lot, except that dogs, cats or other household pets (meaning the domestic pets traditionally recognized as household pets in this geographic area) may be kept provided that they are not kept, bred or maintained for any commercial or breeding purposes. No pen or kennel for commercial purposes shall be allowed on any lot. All household pets, including dogs and cats, shall at all times be confined to the lot occupied by the owner of such pet, except when walked and then only under leash and in the control of its owner at all times.

20. No trailer, mobile home, motor home, truck, motorcycle, camper trailer, camping vehicle (including an R.V.) or boat shall be parked or kept on any lot unless parked no closer to street than the rear of the home. 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. No vehicle shall be continuously or habitually parked on any street or public right of way. No inoperable or unlicensed vehicles will be permitted to be stored on any lot unless stored inside of a building.
21. No lot shall be used as a dumping ground for rubbish, trash or other waste. Garbage and other waste shall be kept in sanitary containers and said containers shall be kept in a clean, sanitary condition.
22. No signs or commercial advertising shall be permitted on any lot except for sale signs. Builders signs or bank signs may be used during initial construction.
23. No noxious or offensive condition or activity shall be permitted or carried on upon any property, nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.
24. Each lot shall have a minimum culvert measuring fifteen (15) inches by twenty (20) feet to be located under the driveway serving that lot, to be installed by the owner at his expense, before construction begins. Each lot owner shall concrete the driveway within twelve (12) months after completion of a dwelling. Lots 14, 34 and 55 shall be permitted to have a blacktop driveway.
25. 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 unless it was the natural path of the water prior to construction. The damming of any stream or creek shall be prohibited, unless approved by the Association and all lot owners affected thereby (which shall include all owners of lots downstream from the proposed dam). No owner shall deposit or permit to be deposited any grease, oil, gasoline, detergent, pesticide, poison or other deleterious material into any stream or creek either directly or indirectly. No creek rock shall be removed nor shall the creek be traversed without the owner's prior consent.
26. All lots shall be properly cut and maintained. The Association reserves the right to approve or disapprove the general appearance and condition of any lot. All lots must be mowed at least twice per year. If an owner fails to mow his/her lot, the Association reserves the right to mow it and charge the owner a prevailing reasonable market price for mowing. If said charge is made, this charge shall constitute a lien upon the lot until the obligation is paid, however; this lien shall be second and inferior to any subsequent valid mortgage or vendor's lien against any lot and the Association does hereby subordinate the same.
27. Each lot owner 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, except only normal wear and tear. 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 the lot to as close as possible to its original condition.

28. It is further understood and agreed that all lots in Grand Villa shall be assessed by the Association annually One Hundred Fifty dollars (\$150.00) per lot. The proceeds from said annual assessment charge shall be expended at the discretion of the Association its successors or assigns. The foregoing annual assessment charge shall constitute a lien upon each lot until paid; however, this lien shall be second and inferior to any subsequent valid mortgage or vendor's lien against any lot, and the Association does hereby subordinate the same. The basic One Hundred Fifty dollars (\$150.00) annual assessment charge may be decreased for any year by a vote of the majority of the directors of the Association. Any decrease shall be for the year voted only.
29. The annual assessment shall be due and payable by April 1 of each year. A late charge of \$15.00 will be added to all lots that are 30 days past due and a late charge of \$30.00 for lots that are 60 days past due. All costs, including legal costs, of collection or enforcement of this provision herein shall be reimbursed to the Association or its successors or assigns by the lot owner.
30. All lot owners who have paid the fees adopted by the Homeowners Association shall automatically become members of the Association and shall be entitled to one vote. The business of the Association shall be conducted by a Board of Directors who shall be elected from the general membership at annual membership meetings. Said Directors are to administer the collection of the fees herein described and expend them primarily for subdivision maintenance, beautification of common areas and right of way and make an annual accounting to the membership of all funds collected and disbursed. Association funds shall be deposited in a federally insured financial institution and maintained in an account in the name of the Association. It is the intention of the Association to annually elect to be taxed as a "Homeowners Association" as that term is defined in Internal Revenue Code (IRC) §528 as amended. The officers and directors of said Association shall have discretion of the use of assessment funds, provided, however, that expenditures of the Association shall be in accordance with and consistent with electing to be taxed as a Homeowners Association" pursuant to IRC §528 and the Regulations thereunder. The Association shall adopt By-Laws and conduct all business pursuant to the terms of said By-Laws.
31. The Association, or the owner of any subdivision lot may enforce these Restrictions by proper legal proceedings, and the invalidation of any one or more of these restrictions or any part thereof by judgment or order of any court shall not affect the other restrictions which shall remain in full force and effect as herein provided.
32. All the restrictions and provisions herein shall be deemed to be covenants running with the land and binding upon the parties hereto, their heirs, assigns and successors and to each purchaser his heirs, successors and assigns and shall be in full force and effect from the date of the recording of the subdivision plat and shall apply to all lots. Any legal fees involved in enforcing any of these restrictions shall be the responsibility of the lot owner.
33. Any of the restrictions imposed herein may be altered or abolished by the owners of fifty-one (51%) percent of the lots in the subdivision, acknowledged and recorded as a Deed of Conveyance and such alteration or abolition shall thereafter be binding on all owners of the lots in the subdivision.

Witness the signatures of Grand Villa lot owners and date signed on Exhibit A attached hereto and made a part hereof.