

**Collinbrook Sudivision
Declaration of Regulations,
Fees Covenants, Conditions
and Restrictions**

Kentucky Land Company Development

The undersigned Gordon Board and Bernett Board, by and through, Gene McGehee, their attorney in fact, recorded in Deed Book 964, Page 515, in the office of the Hardin County Court Clerk, of Kentucky Land Company, of 525 North Dixie Hwy, Radcliff KY, 40160, hereinafter called DEVELOPER and/or DAELARANT, do this the 11 day of April, 2007, adopt the following REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS for the COLLINBROOK SUBDIVISION.

WITNESSETH The undersigned being the owner of all the land in the COLLINBROOK SUBDIVISION situated in Hardin County, Kentucky, as shown by Deed dated Sept, 13, 2006 of record in Deed Book 1202, Page 715; all in the clerk of Hardin County Court does hereby adopt the following REGULATIONS, COVENANTS, CONDITIONS, AND RESTRICTIONS which shall apply to all lots of the COLINBROOK SUBDIVISION which is recorded in Plat Cabinet 1, Slide 4386, in the Office of the Clerk of the Hardin County Court.

The party hereto intending to establish a general plan for the use, occupancy and enjoyment of said subdivision hereby declares that for the mutual benefit of its present and future owners, the lots therein shall be subject to the following CONDITIONS and RESTRICTIONS;

1. No junk or inoperative automobiles shall be allowed upon the premises except in enclosed structures where the same shall not be visible to adjoining property owners or from the public right of way.
2. No noxious or offensive trade or activity shall be carried on upon the real estate nor shall anything be done thereon which may become a nuisance to the neighborhood.
3. No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or permitted to remain on any lot except one single family dwelling designed for the occupancy of one family (including any domestic servants living on premises) and containing not less than a two car garage for the sole use of the owner and occupants of the lot.
4. 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 which are made for and usually used by the general public as garbage containers and said containers shall be serviced not less than once weekly by a garbage removal service and said containers shall be kept in a clean and sanitary condition.
5. No mobile homes or modular homes or any pre-fabricated homes will be permitted. All homes must be built on-site.
6. Only in-ground swimming pools will be allowed. No pools shall be allowed that are constructed above the ground level. Decorative wrought iron fencing shall be allowed around pool area without approval of the plan by COLLINBROOK SUBDIVISION.
7. No signs of any kind shall be displayed to the public view on any lot except a sign advertising the property for sale or rent or sign used by the builder to advertise the property during the construction and sale.

Kentucky Land Co.
525 N. Dixie Blvd.
Radcliff, KY 40160

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8. It is understood and agreed that when a driveway is installed on said property that a proper culvert must be installed. Minimum size for a culvert shall be 15 inches by 24 feet. All driveways must be concrete or blacktop, and must be completed before occupancy, unless otherwise accepted and approved by the Developers with written consent.
9. Only one (1) residence is allowed per lot.
10. Once a lot is sold by the Developer, there shall be no further subdivision of that lot.
11. There shall be no open unattended fires permitted on any lot.
12. There shall be no commercial business on any of the lots herein.
13. There shall be no hunting, shooting or target practice permitted on any lot.
14. The Developer must receive and approve a copy of any and all blue print plans for all site plans and home plans before construction is begun.
15. Residence erected on said lots shall contain the following minimum square feet of 1485 floor space: (square footage in basement excluded, no residence shall exceed three (3) stories.)
16. Square footage should be measured by the exterior dimensions of the outside main walls, and shall not include the area of porches, garages, breezeways or finished basement areas. All dwelling units shall have constructed an attached garage made of the same material as the dwelling itself and have sufficient square footage to contain at least two cars.
17. All Structures exterior must be constructed of all brick, brick veneer, stucco or stone; or stone veneer, dryvit, aluminum or vinyl siding
18. All structures must have at least a two-car attached garage; no portable sheds shall be permitted on said property at any time.
19. Uniform mailbox policy. All mail box and newspaper holders placed on any lot shall be of a design approved by developer.
20. No portable sheds, storage containers, semi-trailers or any other type of storage unit shall be permitted on said property at any time.
21. All utilities must be underground.
22. All construction of any structure(s) must be completed within one (1) year.
23. No structure shall be located on any lot nearer to the front line or the side street line than the minimum building setback lines as shown on the recorded plat.
24. Each owner of a lot shall at its 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 and this includes the water ways and right of ways for utilities on and adjacent to the lot. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then 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.
25. Animals-No animals, including reptiles, livestock or poultry of any kind shall be raised; bred or kept on any lot, except 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 breeding purposes, and the owners of the pets shall adhere to all leash laws and shall collect and remove all animal feces.

26. Vacant lots must be mowed at least four (4) times per year, with the first mowing taking place on or before May 30, and the final mowing to take place on or before October 31.
27. No basement or garage shall be used as a residence at any time.
28. There will be no pole barns permitted on said property.
29. Any fence or hedges used as fencing shall be restricted to the rear yard area of each lot and shall not exceed the rear foundation line of the house erected thereon. The type and location of any fencing shall first be approved by the Developer prior to erection.
30. No trailer, motorcycle, camper trailer, camping vehicle or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No trailer, boat, truck or any other vehicle, except an automobile, shall be parked on any street in this subdivision for a period in excess of 24 hours in one calendar year.
31. Developer reserves the right to change any lot or lot size in the COLLINBROOK SUBDIVISION development with out approval or consent of any property owners in said development before it is sold.
32. Prior to the date of sale by the Developer of the last lot owned by it, the Developers reserve the right to change or add any regulations, covenants, conditions or any restrictions, with out approval or consent of any property owners in said development.
33. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.
34. The COVENANTS, CONDITIONS, and RESTRICTIONS herein contained shall run with the land and shall be binding on all owners, their heirs, executors, administrators and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety-percent (90%) of the lot owners, and thereafter by an instrument signed by no less than seventy-five (75%) percent of the lot owners. Any amendment must be properly recorded.
35. The developer and/or any owner, shall have the right to enforce, by any proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. After the date the last developer's lot is sold, then only the lot owner or owners or their association, if one, shall have the right to enforce these Declarations by any proceedings at law or equity. A lien shall attach to the lot and improvements thereon that is in violation of any restriction fees, conditions, covenants, conditions or reservations of these Declaration of Regulations and the interest charged on the amount of the lien shall be the prime rate charged by West Point Bank, Radcliff, Kentucky. Failure by the Developer or by any owner to enforce any conditions, regulations fees, covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.