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 Debbie Donnelly Clerk

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FIRST AMENDED COVENANTS & RESTRICTIONS OF
THE LANDINGS

This Declaration of Restrictions made and executed by O'Bryan & Associates, LLC, P.O Box 1720, Elizabethtown, Kentucky, herein referred to as the "Developer", on the day of September 25, 2020.

WHEREAS: the Developer desires to amend the original Covenants and Restrictions, which is recorded at Deed Book 1362, Page 840-842 of the Hardin County Clerk's Office regarding Plat 5103 and Plat 5187.

WITNESSETH: that the Developer hereby makes and imposes the following restrictions that relate only to the property described as Hargan's Landing, strictly to Lots 1 through 87 and Lots 107 through 116, located within The Landings subdivision, located in the City of Vine Grove as recorded in Deed Book 1339, Page 1014 in the office of the Hardin County Clerk regarding Plat 5103 and Plat 5187, to wit:

1. The minimum finished area of the homes shall be 1,400 square feet excluding basements or garages. If a second floor is utilized (i.e., a two story home), then no less than 1,000 square feet on the first floor shall be constructed with balance of the required square footage being located entirely upon the second floor; on two story homes, the home must have at least a total of 2,300 square feet of livable space.
2. The maximum area of any outbuilding shall be 200 square feet.
3. Structures shall contain 20% brick veneer or stone on the exterior vertical surface, including veneer on foundations, with the exceptions of those homes constructed with 100% Hardy Board, unless approved otherwise by the Developer or the Homeowners' Association.
4. These restrictions shall only be changed by the Developer until such time that 80% of lots in the entire development are sold. Within 90 days of 80% of lots being sold, a seven member Homeowner's Association council will be elected made up of lot owners to oversee and maintain the financial interests, and comity of the neighborhood. The Developer reserves the right to organize a Homeowner's Association prior to meeting the 80% lots sold threshold. Each Lot not yet developed shall have 10 votes in all Homeowners' Association matters.
5. Lots shall only be utilized for single-family homes, and shall only contain one such dwelling per lot.
6. Lots shall only be used for residential purposes.
7. Homes shall contain at least a two car attached garage.
8. Foundations and/or basements shall be poured concrete with all visible portions thereof covered with brick veneer.
9. Sidewalks are required by the City of Vine Grove and will be constructed by the builders/contractors. Sidewalks will be constructed per the specifications outlined by the City of Vine Grove. Builders/contractors are responsible for the smooth transition of the sidewalks from lot to lot.
10. All lot owners will pay a yearly \$100 homeowners association fee for routine maintenance and operation in "The Landings Homeowners' Association" account. Subsequent fees will be due and payable on January 31st thereafter. Lot owners who have not paid their dues by the January 31st deadline will be charged a late fee of fifty dollars (\$50) for each month late. The Developer shall not be required to pay association dues. An annual exception may be applied for and acquired annually from the Homeowners' Association for lot owners who have provided, or will provide, services to the communal property of The Landings with a value equal to or greater than the fee (e.g. bush hogging).

11. Expenses and maintenance associated with the sidewalks, street lighting, and the entrance sign shall be the responsibility of the Homeowners' Association.
12. No junk or inoperative vehicles shall be allowed upon any lot or premises except in a garage where the same shall not be visible to property owners or from the public right-of-way.
13. No noxious or offensive trade or activity shall be carried on upon any property, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood unless allowed herein.
14. No portion of the neighborhood, or otherwise, shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
15. No animals, except for commonly accepted domesticated pets, shall be allowed on any premises.
16. Structures must be built by a registered builder, unless the builder has the written consent of the Developer or Homeowners' Association before commencing the construction of any structure.
17. Residential structures shall be constructed with a minimum roof pitch of 7:12. There shall be no mobile homes, modular homes, A-frame, berm, basement, or log homes allowed to be constructed on any lot.
18. Lots are subject to utility easements shown on the plat of record and each owner grants the right of the utility companies the right of ingress and egress for the purpose of constructing, maintaining and repairing all public utilities.
19. Outbuilding must be constructed to match and enhance the structure. Additionally, outbuildings must be no nearer to the street than the front place of the house. A structure greater than 200 square feet shall be considered an outbuilding. Exceptions will only be considered in compliance with these restrictions upon written consent of the Homeowners' Association.
20. No porch and/or porch railing facing the street shall be constructed of exposed wood.
21. Driveways constructed on any lot shall be made of concrete or asphalt from the street to the garage and shall be paved and completed before completion of construction.
22. No trailers, campers, or motor homes, except personal vehicles in full operating order, shall be permitted to be parked at any time in the areas between the house and street and/or within any building setback line.
23. No signs or other advertising shall be displayed, with exclusion of house numbers, plates identifying the lot or resident/s of the lot, real estate signs, or temporary election campaign signs.
24. No business or commercial activity of any kind shall be carried out within the neighborhood without approved written permission of the Homeowners' Association.
25. Lot owners are responsible for soil conservation practices, such as seed and straw to avoid soil erosion. Lots shall be silt-fenced. Dirt shall be kept off streets and common areas. The Company reserves the right to charge a builder/s for fees it incurs for street cleaning due to non-compliance with this requirement.
26. Lot owners must construct driveway entrances as permitted by Hardin County and the Commonwealth of Kentucky.
27. Only one residence per recorded lot shall be allowed.
28. A mailbox design and style has previously been selected by the O'Bryan & Associates, LLC Project Committee. The Homeowners' Association must be consulted prior to purchasing or installing a mailbox.

