

DECLARATION OF PROTECTIVE COVENANTS
FOR
THE PADDOCK AT THE OAKS

This Declaration of Protective Covenants for The Paddock at the Oaks Subdivision is made and entered into this ___ day of _____ 2018, by Willett Enterprises, Inc., a Kentucky Corporation with its principal office at 6870 Contest Road, Paducah, Kentucky 42001, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, The Paddock at the Oaks Subdivision ("the Subdivision") was established as by Plat of Record in Plat Section "___" Slide _____, in the McCracken County Clerk's Office; and

WHEREAS, the Developer is the owner of 100% of all of the lots in the Subdivision as shown by Deeds of record in Deed Book 1372, Page 426, Deed Book 1372, Page 432, and Deed Book 1372, Page 438, aforesaid Clerk's Office.

NOW THEREFORE, the Protective Covenants of The Paddock at the Oaks Subdivision are hereby established for the mutual benefit of the lot owners in the Subdivision, and each lot owner shall take title to their respective lot(s) subject to the following:

1. Each lot in the subdivision shall be used for single family residential purposes only. No single lot shall be re-subdivided into smaller lots for the purpose of permitting the construction of more than one residential dwelling unit on said lot. This development shall consist of single family residential structures as follows:
 - (A) Single family dwellings shall have a minimum square footage of living area for the first floor of 1,850 square feet, if a one level residence. Multi-level dwellings shall have a minimum living area on the ground level of 1,600 square feet and a minimum of 2,000 of living area in total. This square footage restriction shall be computed exclusive of porches, attics, patios, carports, garage, breezeways, or basement or other appendages.
 - (B) The height of any structure shall not exceed two stories above a basement.
 - (C) All homes must be of new construction of the site. There shall be no "A frame" or log home type structures within this development. All homes shall be traditional in design and no modern or contemporary type designs shall be permitted.
 - (D) No residential building shall be constructed with any siding material other than finished wood or clapboard, brick, stone, exposed aggregate, stucco, or weathered alloys. Vinyl may be used for exterior trim only, i.e. soffits, eaves, etc. Variations to the foregoing must be approved in writing before construction by the Developer/or the architectural control committee.
 - (E) The front of dwellings shall face the front of the lots or as approved in writing by the Developer/or the architectural control committee.

- (F) The design and architecture of the residential structure will be evaluated, based upon its compatibility and relationship to the landscape of the lot, the other dwellings within the subdivision and these restrictive covenants.
2. No dwelling or other structure of any kind will be erected or added to an existing structure on any lot prior to the approval of the location and design, in writing, by the Developer or architectural control committee. Such approval or disapproval shall be within the sole discretion of the Developer or architectural control committee and shall be final. Approval shall be obtained by submitting one copy of the proposed plans and specifications, along with a site plan showing the proposed location of the improvements.
 3. No residence will be maintained on any lot unless the same is connected with and served with sanitary sewer, unless the sanitary sewer is not available to the lot.
 4. No trailer, mobile home, recreational vehicle, basement only, tent or other type of out building shall be used as a residence on any lot, either temporary or permanent, at any time.
 5. No above ground storage tanks for gas, water or any other liquid shall be permitted in this development except for small propane tanks affixed or connected to gas grills. Additionally, antennas, radio towers, and similar structures shall be prohibited. Satellite receiver dishes shall be permitted to the extent that they are screened from view from street(s) adjacent to said lot. No above ground swimming pools are permitted. All electrical service or distribution shall be underground. Clotheslines shall only be permitted if unable to be seen from the street or neighbors.
 6. No business, trade, commercial or professional activity of any type or noxious or offensive hobby or activity will be permitted on any lot or in any area of the subdivision. Non-licensed vehicles (excepting golf carts only) shall not be permitted within the subdivision, including, but not limited to, go-carts, dirt bikes, four wheelers, and other such vehicles.
 7. No sign or other advertising media shall be erected or maintained on any lot, except one professionally lettered sign erected by a builder, realtor or owner advertising the residence and/or lot for sale or rent. Such signs shall not be more than 24 x 36 inches in size.
 8. No subdivision resident or guest of said resident shall store or park overnight, any boat, trailer, recreational vehicle or any other similar vehicle other than a passenger vehicle, in the driveway or front yard of his residence or street adjacent thereto for a period in excess of 7 days in any 30 consecutive day period. Any boat, trailer, recreational vehicle or any other similar type vehicle may be kept on the premises providing same is kept in a garage or screened from view from the road and neighbors. No vehicles shall be parked on the streets of the subdivision except as necessary for special and temporary occasions, i.e. construction, repair or social gathering.
 9. No farm animals of any kind, including but not limited to horses, sheep, cattle, goats, fowls, etc. shall be permitted on any lot. Notwithstanding the above, household pets are

permitted in the subdivision, provided that the owner of said pets does not permit them to become a common nuisance to the neighborhood. Such household pets must be confined to the property of the owner and shall not be allowed to roam the neighborhood. Enforcement hereof may be by any resident causing same to be removed by the dog warden and/or injunctive relief with all costs and attorney fees of said action to be paid by the pet owner. No commercial dog kennel or other animal kennel shall be maintained on any lot. For purpose hereof, commercial kennel shall be defined as housing more than two adult dogs or other animals. No garden may be maintained within view of the street.

10. All holiday exterior decorations whether in the yard or attached to the dwelling, will be removed within thirty (30) days of the date of the holiday or event.
11. All vacant lots will be maintained by the respective lot owner, including mowing and clean up where vegetation does not exceed the height of 8 inches.
12. Perpetual easements are reserved as shown and noted on the final plat of subdivision. These easements are for use for public utility, drainage, and maintenance of adjoining roadways. The easements shall include the rights of ingress and egress by the employees and agents of parties using said easement and shall permit the trimming and removal of shrubs, trees, or other vegetation which interfere or threaten to interfere with the operation of any utility within the easement. No permanent structure shall be permitted within the limits of these easements.
13. Subject to the public utilities and drainage easements herein reserved and shown on the final plat or plats, fences may be erected upon written approval as to materials by the Developer or architectural control committee. No fence or hedge shall be established, erected or maintained on any lot, which is nearer to the front property line than the front wall of the residence located thereon. No fence, hedge or wall shall exceed a height of seven (7) feet. No chain link fences shall be permitted within the subdivision without prior written consent of the Developer. Natural or unfinished wood fences are prohibited. In general, the finish of wood fences should match the dwelling's trim or color
14. A homeowners association shall be formed and the cost and expenses for the construction, repair and/or replacement of the entrance, gate, signage, private roads, fences, green areas, streams, ponds, well house, lighting and all other common areas, improved and unimproved, and landscaped areas of the subdivision, insurance expense, as well as any other expenses and fees deemed necessary by the homeowners association, shall be assessed to each lot on an equal basis, and the owner(s) of each lot shall be jointly and severally be liable for such assessment. The determination of the need for any repair and/or replacement of same and the assessment therefore shall be made by the homeowners association. The assessment against each lot, and the owners thereof, shall constitute a lien against such lot. The owners of such lot shall pay and satisfy all assessments made by the homeowners association within thirty (30) days following notice thereof. In the event any owner(s) shall fail to pay or satisfy such assessment within such period of time, the homeowners association may enforce collection including all costs and expenses incurred, interest at the maximum legal rate

on judgments, reasonable attorney's fees, and court costs. The lien in favor of the homeowners association created by this instrument shall be subordinate to a valid first mortgage lien.

15. Developer reserves the right to establish a uniform mail box and mail box location system. Upon implementation of same, there shall be no individual mailbox receptacle in any resident's yard. The Developer may locate the facility on any lot, and/or modify lot lines and generally these restrictions shall be subordinate to the requirements of the United States Postal Service for such system.
16. The subdivision, as shown by the final plat or plats of record and the restrictive covenants herein above, shall remain operative as to all lots shown on the aforesaid plat. Developer has the continuing right to make changes in the subdivision layout as to "green areas", beautification easements, or public facilities as shown hereon, and no final dedication of the "green areas" beautification easements, or public facilities are to be made until sale of all lots in the development, unless otherwise provided in writing by the Developer.
17. The Developer shall further be permitted to modify and/or relocated easements, as shown on plat of the development from time to time, as required to comply with the orderly development of the subdivision with the understanding that any easements that are changed, altered, or deleted shall be replaced by other easements so that each lot shall be properly served by public utilities. No consent of owners of lots in this development, or consent or providers of the various utilities shall be required for alteration or deletion of said easements prior to said easements being utilized by a public utility provided. No lot, or any portion thereof, shall be used for access to property outside the subdivision.
18. No rubbish, trash, or garbage receptacle shall be placed on the exterior of a lot except on the day of regularly scheduled collection. Any and all garbage cans, refuse, or storage piles placed on any lot, whether temporary or permanent, shall be walled in to conceal the same from view of neighboring lots, roads, streets, and open areas.
19. No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes, shall be stored on any lot except for the purpose of construction on such lot, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress.
20. All utility meters, air conditioning compressors, heating units, and other like equipment shall not be visible from neighboring lots, roads, streets, and open areas, and shall be property screened from sight.
21. Detached buildings, such as garages, and outbuildings, may be constructed, provided that such buildings are structurally and architecturally compatible with the home residence. No portable storage buildings are allowed in the subdivision.
22. Any violation or attempted violation of any of the foregoing restrictions by any lot owner may be the subject of any appropriate proceeding at law or in equity, to be brought by the Developer, homeowners association, or any other lot owner or owners in the

subdivision to enforce proper compliance with the said restriction or restrictions. If any of these restrictions are declared void by any court of law, the remainder of these covenants shall remain in full force and effect. All costs, legal fees and expenses incurred in the enforcement shall be recovered by the prevailing party from the losing party.

23. The architectural control committee shall be the Developer or at its election, a committee of three lot owners designated by Developer until all lots in this subdivision are sold, then said committee shall be appointed by the homeowners association. Upon the sale of all lots in the subdivision by the Developer, or at the Developer's written election and notice to the homeowners, all duties and responsibilities of the Developer as enumerated herein, shall be transferred to the homeowners association.
24. These restrictions shall be deemed covenants running with the land and shall be binding upon the owners of the subdivision and any and all persons or parties, their heirs and assigns, claiming any conveyance from the owners and Developer. However, said restrictions, may be changed, modified or extinguished in whole or in part, by (1) written agreement executed by the then recorded owners whose property consisting of the absolute fee simple title only, would equal or exceed 51% of the number of lots in the subdivision; or (2) the Developer until such time as 80% of the lots are sold by the Developer.
25. All dwelling units shall be completed including landscaping and made ready for occupancy in no more than twelve (12) months from the date of issuance of a building permit, with failure of completion within said time period resulting in a penalty of \$100/day until completion. All driveways shall be constructed of concrete. Any material used for driveways other than concrete shall have the approval, in writing, by the Developer or architectural control committee. Driveways shall be completed within 18 months after commencement of construction.
26. All permanent yard lights, located between the front wall line of a residence and the front property line, shall not exceed six (6) feet in height and shall not individually exceed 150 watts incandescent or 75 watt mercury vapor lamp output. Security lights, located in the back of the residence, shall be limited to one (1) per lot and shall not exceed the output of a 175-watt mercury vapor lamp.
27. The aesthetics of the subdivision generally include mature trees defined as any tree with a 12-inch diameter or greater. No such tree shall be removed without the Developer's prior written consent. Violation of this shall carry a \$2,000.00 assessment to the lot owner and shall be enforced by a written notice to the lot owner by the Developer or homeowners association. Collection of such assessment shall be in the same manner as set forth in paragraph No. 14 above.
28. The aesthetics of the subdivision generally include maintenance of all improvements and landscaping. Failure to maintain the improvements and landscaping to the standards set by the Developer or homeowners association shall result in one written notice to the lot owner, followed by a violation notice and such violation shall carry a \$500.00 assessment to the lot owner. Additional and like assessments may be made every 60 days until

remedy of the violation. Collection of the assessment shall be in the same manner as provided in paragraph No. 14 above.

- 29. The homeowners association shall be formed as a non-profit corporation or association and governed by its formation documents and by-laws. The homeowners association shall have the authority to adopt rules and regulations. The homeowners association shall develop rules and regulations for maintenance and use of any lake, pond or green areas within the subdivision. Costs for the maintenance and liability insurance shall be routine costs included in the budget of the homeowners association for inclusion in assessments to all homeowners.

IN WITNESS WHEREOF, Willett Enterprises, Inc., the Developer, has executed this Declaration of Protective Covenants for The Paddock at the Oaks Subdivision effective the day and date first above written.

Willett Enterprises, Inc.

By: _____
Chad Willett, President

STATE OF KENTUCKY)
) SS
COUNTY OF McCracken)

The foregoing Declaration of Protective Covenants for The Paddock at the Oaks Subdivision was acknowledged and sworn to before me by Chad Willett, President of and on behalf of Willett Enterprises, Inc. on this the ____ day of _____, 2018.

My Commission Expires: _____

NOTARY PUBLIC
NOTARY ID. _____

THIS INSTRUMENT PREPARED BY:

WASHBURN KEY & LOWRY PLLC
ATTORNEYS-AT-LAW
139 MEMORIAL DRIVE
PADUCAH, KENTUCKY 42001
(RE/17082.090718.1)