

AMENDED DECLARATION OF RESERVATIONS AND RESTRICTIVE COVENANTS

HICKORY POINT PROPERTY OWNERS ASSOCIATION INC.

WAYNE COUNTY

MONTICELLO, KY 42633

Dated : June 26, 2021

State Of Kentucky

County of Wayne

The declaration, made the 21st day of July, 2002 by, the HICKORY POINT PROPERTY OWNERS ASSOCIATION INC., hereinafter called HPPOA.

WITNESSETH;

THAT WHEREAS, HPPOA is composed of all owners of property in the Hickory Point subdivision and are desirous of subjecting the property to the protective covenants hereinafter set forth, each and all of which are for the benefit of property owners and shall apply to and bind the successors or any owner thereof.

NOW, THEREFORE, HPPOA hereby declares that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold and conveyed subject to the protective covenants set forth below.

ARTICLE I

The real property which is, and shall be, held, transferred, sold and conveyed subject to the protective covenants set forth in the various articles of this Declaration is located in Wayne County, Kentucky, and is more particularly described as follows:

ALL of Lots One (1) through Seventy-six (76) with the addition of Lot seventy-six (76), under its own Covenants, of the subdivision named **HICKORY POINT** as more fully shown on that certain plat prepared by E. Thomas Conley, Kentucky Registered Land Surveyor No. 3372, and recorded in the Office of the Register of Deeds of Wayne County, Kentucky, in Cabinet B, at Slides 61,62, 63 and 67.

No property other than that described above shall be subject to this Declaration until specifically made subject thereto.

ARTICLE II.

The real property described in Article I hereof, (hereinafter called Lot or Lots as applicable) is subjected to the protective covenants and restrictions hereby declared in order to provide enforceable standards of improvement and development whereby aesthetics, living conditions and property values may be enhanced. The HPPOA Board may prepare and maintain an "Overview of Enforceable Standards" which summarizes fines/actions which may be enforced. The HPPOA Board shall have the power to modify, alter, supplement, or amend the Overview of Enforceable Standards at any time, but such change shall not be effective as to actions that have previously been approved.

ARTICLE III.

No lot shall be used except for residential and recreational purposes.

Lots and dwellings may be rented only for private single-family residential purposes. Rental of any property within Hickory Point shall be for a minimum of six months. Rental signs and subletting are strictly prohibited. The Hickory Point property owner is responsible for making the renter aware of the governing covenants, building guidelines and by-laws. The Hickory Point property owner is also responsible for payment of the annual Association dues.

No swine, livestock, or poultry shall be raised or bred on any lot, however horses, ponies and household pet such as cats or dogs, are permissible provided they are not bred or maintained for commercial purposes. All dogs outside the residence must be attended to and/or leashed at all times when off their property. Improvements constructed for the maintenance of animals shall be kept in good repair and must conform generally in appearance with any dwelling upon a lot, although such improvements need not be constructed of materials identical to an existing dwelling. Each Lot owner shall maintain any such improvements placed upon any Lot, and no unsightly or dilapidated buildings or other structures shall be permitted on any Lot with the exception of any pre-existing structures.

No residence shall be erected, constructed, maintained or used or permitted to remain on any Lot other than one single-family dwelling of not less than 1,400 square feet for a one-story structure, or 1,800 square feet for a two-storied structure. Once construction is begun on said dwelling, all exterior construction must be completed within one (1) year of the commencement of construction.

No more than one outbuilding may be constructed on any Lot. Said outbuilding shall be only for the purposes of housing boats, cars, RVs, as well as lawn and garden equipment. Said building must be constructed in a workman-like manner and may not be constructed more than one year prior to construction of the main residence. This building must be enclosed on at least three sides and the top, and with some sort of door which would thus close in all four sides of the building.

A property owner who owns two (2) or more adjoining lots may treat them as one (1) lot for building purposes. The exterior lot lines of the adjoining lots become the property lines of the said property for building purposes only. The fifteen (15) ft. property line easement must continue to be observed for the adjoining exterior property line. The lots shall continue to be recorded with Wayne County on the Hickory Point development plat as originally filed, with original lot lines and will continue to be considered separate lots for the purpose of Hickory Point maintenance assessment fees. Prior to resale of either, any lot containing a single outbuilding must be brought back to meet the requirements and terms set forth in Article III, Paragraphs 4 and 5 of the Covenants by adding a home to the lot containing the outbuilding or removal of said building.

For legal purposes any owner who exercises the right to use this amendment modification must provide the Board President with a signed, notarized copy of the Adjoining Lot Agreement stating he/she will comply with any and all requirements of ARTICLE III PARAGRAPHS 4, 5 & 6. Upon resale of the adjoining lots, the new owners must sign and forward to the Board president, a copy of the Adjoining Lot Agreement as part of the closing.

There shall be no single-wide mobile homes/manufactured homes, no double-wide mobile homes/manufactured homes, no modular buildings or buses situated on any Lot as a residence or for storage, either temporarily or permanently.

ARTICLE IV.

No trade, commerce or other activity which may be considered a nuisance to the neighborhood may be carried on upon any Lot.

It is permissible to operate a home-based internet business, provided that deliveries to the home do not exceed two (2) UPS, Federal Express, or similar express carrier per day. No trade materials or inventories may be stored upon any Lot and no tractor trailer type trucks, house trailers, or mobile homes may be stored or regularly parked on any Lot. No junk or unsightly vehicles of any type or description or unsightly buildings may be placed upon any Lot. Home-based internet businesses shall be allowed to store small inventories within the residence or enclosed outbuilding situated on the Lot. No advertisements of any kind will be permitted on any Lot for home-based businesses.

HPPOA reserves the right to erect signs in Hickory Point. No other person or persons shall erect any signs except "For Sale" signs. Only one "For Sale" sign shall be displayed on each lot. These signs are limited to three (3) feet by three (3) feet in size. Signs must be neat, clean and must be made of metal or wood material. Sign may be displayed on the lot while for sale and removed within 7 days of signing a sales contract. Property owners putting their lot/home up for sale should request that the community "For Sale" sign be displayed at the front entrance. No other for sale signs are allowed at the front entrance. Only one directional sign can be displayed per lot when an open house is scheduled. This should only be displayed 1 week prior to the open house. The sign should be removed once the open house hours are over. Property owners may display

security and medical alert signs. Any exceptions of this covenant must be approved by a majority vote of the Board of Directors.

ARTICLE V.

No lot or lots shall be subdivided in Hickory Point.

ARTICLE VI.

No structure, other than a fence, may be built within fifteen (15) feet of any exterior property line. Easements for installation and maintenance of utilities and drainage facilities are reserved fifteen (15) feet in width over exterior property lines, and lot lines along any road in said Subdivision. In addition, the property described in Article I hereof is subject to easements, set backs and road rights-of-way as shown on that certain plat recorded in the Wayne County Registry in Cabinet B, Slides 61,62, 63 and 67. HPPOA hereby reserves unto itself, the right to erect and maintain any utility lines, electric lines or to grant any easements or rights-of-way therefore, together with the right of ingress and egress for the purpose of installing and maintaining the same.

ARTICLE VII.

This development is not a campground. Lot owners are not, however, prohibited from overnight stays in professionally manufactured equipment, provided the camping equipment is not left on any Lot for more than ten (10) consecutive days and is not in violation of any local ordinance. Permanent residence in any type of camping equipment is strictly forbidden.

ARTICLE VIII.

The roadways and rights-of-way constructed throughout the subdivision are for the Lot owners and their respective heirs, successors or assigns. There shall be no hunting from any roadway or designated easement. The display or shooting of firearms is expressly forbidden. All ATV vehicles are prohibited from the roadways within Hickory Point subdivision.

ARTICLE IX.

Every Lot described above on the Hickory Point map recorded in Cabinet B, Slides 61, 62, 63 and 67 of the Wayne County Registry, shall be subject to assessment for maintenance and expenditures as listed below. The annual assessment for each Lot owner of Hickory Point shall be the sum of Two Hundred Fifty Dollars (\$250.00) per Lot, per year. An additional maintenance assessment of One Hundred Twenty-Five

Dollars (\$125.00) per Lot, per year shall be assessed to each Lot owner who has not yet begun construction on their Hickory Point home. A late fee of twenty-five and no/100 Dollars (\$25.00) will be assessed any property owner if assessments are 30 days late, fifty and no/Dollars (\$50.00) for 60 days late, seventy-five and no/Dollars (\$75.00) for 90 days late, with a lien placed on property of assessments are 120 days late. The third and fourth notice shall be mailed via certified mail. In addition any court costs or legal fees shall be the delinquent property owners responsibility.

The Hickory Point Maintenance Fund shall be owned jointly by all the Lot owners of the property in Hickory Point, and shall be used only for:

- a. maintenance expenses for common area and entrance landscaping.
- b. electric bills, postage and insurance.
- c. community enhancement (mowing, etc.)
- d. all reasonable administration costs for the perpetual continuity of the Hickory Point Property Owners Association.
- e. the payment of reasonable legal fees to enforce any violation of covenants contained or amended within this recorded document.

There shall be created for the purpose of holding and administering such funds, the "Hickory Point Property Owners Association," which shall have the power to file with the Register of Deeds of Wayne County a notice if an assessment has not been paid by December 31st of any year, and such lien shall continue until the assessment is paid. The funds shall be known as the "Hickory Point Maintenance Fund". The Hickory Point Property Owners Association shall be comprised of all Lot owners which shall be entitled to two votes for each Lot owned. All decisions shall be made by a majority vote (except that a three-fourths ($\frac{3}{4}$) majority shall be necessary for the levy of increased annual maintenance funds or special assessments), at a meeting of the Lot owners held after a reasonable notice to all such Lot owners. All expenditures less than \$5,000.00 shall be approved at the sole discretion of the elected officers. All expenditures exceeding \$5,000.00 must be approved by a majority vote of all members of the Association. The Association shall organize, elect officers, and operate freely within the restrictions herein contained. Officers shall be elected by ballot, in even years, for a two year term.

ARTICLE X

With this Declaration there is hereby established an Architectural Control Committee (hereinafter "ACC"), which shall be appointed by the HPPOA.

No improvements shall be erected, placed, altered, maintained or permitted to remain on any Lot, nor shall any construction be commenced thereon until plans for such improvements have been approved by action of the ACC in accordance with the provisions herein; provided however, that improvements and alterations completely within the interior of a building may be completed without approval. The term "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, outbuildings, water lines, sewers, electric and gas distribution facilities.

The ACC may prepare and maintain “Building Standards” which summarizes its construction standards to be used as the criterion for the approval of proposed improvements. The ACC shall have the power to modify, alter, supplement, or amend Building Standards at any time, but such change shall not be effective as to improvements which have previously been approved. The actions of the ACC through its approval or disapproval of plans, and other information submitted pursuant hereto, or with respect to any other matter before it, shall be conclusive and binding on all interested parties.

All communications and submittals shall be addressed to the president of HPPOA. The ACC shall reply in writing to all plan submittals within thirty (30) days of receipt hereof. If the ACC fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered, it shall be presumed that said plans and specifications have been approved.

Neither the ACC, nor any member, employee or agent thereof, shall be liable to any owner of a Lot or to anyone submitting plans for approval, or to any other interested party by reason of mistake in judgment, negligence, or nonfeasance in connection with the approval, disapproval or failure to approve any such plans or for any other action in connection with its or their duties hereunder. Likewise, anyone who submits plans to the ACC for approval, agrees not to bring any action or suit to recover any damages against the ACC, or any partner, member, employee or agent of the ACC.

The ACC may make exceptions to the provisions herein, when, in its sole discretion, such exceptions would not be in conflict with the intended character of the property subject to this Declaration when fully developed and occupied in accordance with the developer’s plans and objectives therefore.

ARTICLE XI.

The Hickory Point Property Owners Association shall use Association funds to maintain the green space areas of undeveloped lots within Hickory Point until the lot(s) has been built upon. Maintenance will consist of mowing/bush hogging all undeveloped lots a minimum of 3 times per calendar year and the frequency of mowing/bush hogging may be increased at the discretion of the Property Owners Association Board of Directors. Individual lot owners may elect to exclude their lots from maintenance by the Association with a written request to the Association Board of Directors. If a lot owner chooses to exclude a lot(s) from maintenance, the lot owner shall become responsible for maintenance of lot(s) to the same or better condition as lots maintained by the Association. If the lot has been improved (built upon), then the owners of the improved lot shall maintain their lot(s) to a neatly kept and mowed condition. All stumps, brush piles and debris shall be removed from lot(s), or hidden from sight from the roadways.

ARTICLE XII.

The Common Area, located between Lots 73 and 74 as shown on the Recorded Plat in Cabinet B, Slides 61, 62, and 63, is for the sole use of all owners of lots within Hickory Point subdivision. The common area is to be used to store boats, RVs, personal

watercraft and boat trailers. Camping is prohibited within the common area. The covered boat storage area shall be used on a first come, first served basis and a rotating use schedule shall be implemented by the Hickory Point Property Owners Association's Board of Directors, if necessary.

ARTICLE XIII.

The property which lies between the lake side property line of Lots and Lake Cumberland is owned by the U.S. Army Corp. of Engineers, and said property is designated as an area to be undisturbed and shall be left and continued in such condition as complies with the pre-existing condition and neither the Association nor any owner, including owners of lake view lots, shall take any action contrary to such preserved status.

ARTICLE XIV.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2025, at which time said covenants shall be automatically extended to successive periods of Ten (10) years unless, by vote of a majority of the then owners of the Lots described herein, it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs, successors, or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning Lots described herein to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate such covenant, and either to prevent it, her, him or them from so doing to recover damages or other dues for such violation.

ARTICLE XV.

Invalidation of any of these covenants or any part thereof by judgments or Court order shall in no wise affect any of the other provisions which shall remain in full force and effect, and the failure of any person or persons to take action to restrain the violation of any of these covenants and restrictions shall not be construed as waiver of any enforcement rights and shall not prevent the enforcement of such covenant or covenants in the future.

ARTICLE XVI.

No commercial timbering will be permitted upon any Lot. Clearing for home sites will be permitted. However, no more than twenty-five (25%) percent of any Lot may be cleared without prior approval of the Hickory Point Property Owners Association Board of Directors.

ARTICLE XVII.

Ballot votes shall be mailed to all Hickory Point Property Owners using a deadline date for return votes. The Board shall predetermine this date. All ballots received with a postage cancellation date by the deadline date will determine the outcome by a fifty-one (51%) percent majority of the ballot vote.

In witness, whereof, HPPOA has caused this instrument to be executed by its president, all by authority of its Board of Directors this 26th day of June, 2021.

By: _____
Barbara Wheeler, President

Witnessed this _____ day of _____, _____ in the presence of
_____.

Notary Public

This document has been prepared at the direction of the HPPOA Board by the HPPOA president.

Barbara Wheeler, President
225 S. Ashland Ave., Lexington, KY 40502

Witnessed this _____ day of _____, _____ in the presence of
_____.

Notary Public