

Beechwood farms p.o.a.

Declaration Of Reservations And Restrictive Covenants

Dated: April 22nd, 2002
State of Kentucky
County of Pulaski

This declaration made this the 22nd day of April, 2002, by WATERFRONT GROUP, LLC. a Kentucky Corporation, hereinafter called Declarant;

WITNESSETH:

THAT WHEREAS, the declarant is the owner of the real property described in Article I of this Declaration and is desirous of subjecting said real property to the protective covenants hereinafter set forth, each and all of which is and are for the benefit of such property and for each owner thereof, and shall apply to and bind the successors interest of any owner thereof.

NOW, THEREFORE, the Declarant 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 Pulaski County, Kentucky, and is more particularly described as follows:

ALL of Lots One (1) through Twenty-three (23), 24A, 24B, 25,26,27 of the subdivision named BEECHWOOD FARMS as more fully shown on that certain plat prepared by Willard T. Sigler, Kentucky Registered Land Surveyor No. 3602, dated April 19, 2002, and recorded in the Office of the Register of Deeds of Pulaski County, Kentucky, in Cabinet D, at Slides 9.

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.

ARTICLE III.

No lot shall be used except for residential and recreational purposes. No swine, livestock or poultry shall be raised or bred on any lot; however horses, ponies and household pets such as cats or dogs, are permissible provided they are not bred or maintained for commercial purposes.

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 1,800 square feet for a one-story structure, or 2,200 square feet for a multi-level 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.

There shall be no single-wide mobile homes/manufactured homes, no double-wide mobile homes/manufactured homes, no modular buildings, no previously constructed homes, systems built homes or buses situated on any Lot as a residence or for storage, either temporarily or permanently. Only stick built or log homes are permitted to be built within Beechwood Farms Subdivision

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 out building situated on the Lot. No advertisements of any kind will be permitted on any Lot for home-based businesses.

The Declarant reserves the right to erect signs in Beechwood Farms. Signs may be erected by individual lot owners, but are limited to name, address, and "For Sale" signs, three (3) feet by three (3) feet in size. Signs can be placed only on individual lots. Directional signs at the entrance and road intersections are prohibited. Signs must be neat, clean and must be made of metal or wood material. 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 Beechwood Farms.

ARTICLE VI.

No structure, other than a fence, may be built within fifteen (15) feet of any property line. Easements for installation and maintenance of utilities and drainage facilities are reserved fifteen (15) feet in width over all side Lot 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 2 rights-of-way as shown on that certain plat recorded in the Pulaski County Registry in Cabinet __, Slides _____. Declarant hereby reserves unto itself, its successors and assigns, 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 eleven (11) out of any thirty (30) day period 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 common use of the grantor, Lot owners and their respective heirs, successors or assigns. There shall be no hunting from any roadway or designated easement.

ARTICLE IX.

The Declarant shall form a non-profit, non-stock corporation known as Beechwood Farms Property Owners Association, Inc. prior to the conveyance of any lot within Beechwood Farms subdivision. The title owners of lots within Beechwood Farms shall become members of the Association at time of settlement. The Declarant shall administer the Association until the Declarant has conveyed 75 of the lots within Beechwood Farms, at such time Beechwood Farms Property Owners Association will elect its own administrators of the Association and shall operate freely within the restrictions herein contained. Each lot owner shall be entitled to one vote concerning election of administrators and other association matters such as special assessments, dues, etc.

Every lot described on Beechwood Farms plat map recorded in Cabinet D, Slide 9 of the Pulaski County registry, shall be subject to an assessment for maintenance and expenditures as listed below. The annual assessment for each lot owner within shall be the sum of four hundred dollars (\$400.00) per lot, per year. Declarant shall be exempt from any and all assessments for any Lot owned by Declarant, either now or in the future. The annual maintenance assessment may be increased at any time by an affirmative vote of seventy- five percent (75) of Lot owners excluding Declarant. The funds shall be known as Beechwood Farms Maintenance Fund.

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

- a. maintenance expenses for entrance security gate and entrance landscaping.
- b. maintenance of paved road throughout Beechwood Farms.
- c. maintenance of common area.
- d. electric bills, postage and insurance.
- e. all reasonable administration costs for the perpetual continuation of the **Beechwood Farms Property Owners Association, Inc.**
- f. the payment of reasonable legal fees to enforce any violation of covenants contained or amended within this recorded document.

Beechwood Farms POA shall have the power to file with the Register of Deeds of Pulaski County a notice if an assessment has not been paid by March 1 of any year and such lien shall continue until the assessment is paid.

ARTICLE X.

With this Declaration there is hereby established an Architectural Control Committee (hereinafter "ACC"), which shall be appointed by the Declarant. Declarant, in its discretion, may relinquish control of the ACC to the Association upon election of the Association's governing body.

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.

Any lot owner who commences to build without written permission and stamped plan approval from the ACC is subject to a fine of \$100.00 per day for every calendar day from date of starting construction (i.e. digging footings, clearing lot to build) until receipt of approval letter from the ACC. The ACC reserves the right to bring legal action against lot owners who start building without approved plans.

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, or the Declarant, 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 Beechwood Farms ACC, William N. Adkins, 10511 Hardin Valley Rd., Knoxville, TN 37932, or to any such address as the ACC shall hereinafter be designated in writing. The ACC shall reply in writing to all plan submittals within thirty (30) days of receipt hereof. The ACC shall have 30 days to approve complete plans that have been submitted by lot owner(s) or builder.

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 Declarant, the ACC, or any partner, member, employee or agent of the Declarant or 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. 4

ARTICLE XI.

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 XII.

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 XIII.

Invalidation of any of these covenants or any part thereof by judgments or Court order shall in no way effect 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 XIV.

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 Declarant or the Beechwood Farms Property Owners Association Inc. Board of Directors.

ARTICLE XV.

The Declarant may waive or modify any of the provisions of these restrictions in its sole discretion, until the last lot in the subdivision is sold, at which time the Property Owners Association holds such discretion.

ARTICLE XVI.

IN WITNESS WHEREOF, WATERFRONT GROUP, LLC. has caused this instrument to be executed in its name by it's Agent, all by authority of its Managers and Members first duly given, this the day and year first above written.

WATERFRONT GROUP, LLC.

By: _____
 William N. Adkins, Agent

STATE OF _____
 COUNTY OF: _____

I, _____, a Notary Public of the State and County aforesaid, certify that _____ personally appeared before me this day and acknowledged that he is an agent for WATERFRONT GROUP, LLC, a Kentucky Corporation, and by authority duly given and as the act of the LLC.

WITNESS my hand and official seal, this the ___ day of _____, 2002.

Notary Public

My commission expires: _____.

NOTE: This copy of the covenants is not an official document. The official document is filed and attached with each property deed.

Document History Page

DOCUMENT TITLE: Declaration Of Reservations And Restrictive Covenants

REVISION #	DATE APPROVED	DESCRIPTION OF CHANGES
0	Original	Document scanned from original documents supplied with sale of properties from developer
1		