

**SHELBY COUNTY**  
**D746 PG783**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
ROLLING HILLS SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ROLLING HILLS SUBDIVISION (hereinafter "Declaration") is made, imposed and declared as of September 30, 2025, by ROLLING HILLS ESTATES LLC., a Kentucky corporation (hereinafter "Developer") with address of P.O. Box 91483, Louisville, Kentucky 40291.

**WITNESSETH, THAT:**

WHEREAS, Developer owns certain real property in Shelby and Spencer Counties, Kentucky, which is to be developed as a residential subdivision; and

WHEREAS, Developer desires to ensure the best use and improvement of each residential lot developed thereon to provide for the maintenance of various improvements and areas and generally to enhance and protect the value, desirability and attractiveness of the real property made subject hereto and all portions thereof conveyed to others to their mutual benefit by Subjecting such real property to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in, and the other provisions of, this Declaration;

NOW, THEREFORE, in accordance with the foregoing preambles, Developer hereby declares that the real property as hereafter described, and such additional real property as may hereafter be made subject to this Declaration pursuant to Article I below, shall be owned, held, used, leased, sold, conveyed, and occupied subject to the rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens set forth in this Declaration. The easements, restrictions, covenants and conditions shall run with the real property made subject hereto, and be binding upon and inure to the benefit of all parties having any right, title or interest therein, their respective heirs, personal representatives, successors and assigns;

**ARTICLE I**  
**PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Subject Property. The real property which is subject to this Declaration (the "Property", sometimes hereinafter referred to as the "Subdivision") is located in Shelby and Spencer Counties, Kentucky, and is more particularly described as follows:

BEING Lots 1 through 20 inclusive, all as shown on the Record Plat of Rolling Hills Estates Subdivision of record in Plat Cabinet 10, Page 323, in the Office of the Clerk of Shelby County, Kentucky.

BEING the property acquired by Developer by Deed dated November 22, 2021, of record in Deed Book 691, Page 873, in the office of the Clerk aforesaid.

Section 2. Additions to Subject Property. Additional residential property and common areas may become subject to this Declaration, or may be annexed to the real property subject to this Declaration, as follows:

Developer reserves the right to create cross easements and to restrict all of the properties according to the terms of this Declaration. The common area initially covered by this

Declaration, if any, shall inure to the benefit of the owners of any new lots within the Subdivision which may become subjected to this Declaration or a similar set of deed of restrictions and any additional lots on other real estate which may hereafter be annexed to and made a part of the Subdivision and subjected to this Declaration or a similar set of deed restrictions, and the common area allocable to the owners of all such lots shall inure to the benefit of the owners of lots recorded earlier, each to enjoy the common area of the other and to have and to hold the same as if each new lot had been developed and subjected to this Declaration simultaneously.

All additions shall be made by filing with the Office of the Clerk of Shelby County, Kentucky, an amended or supplementary Declaration of Covenants, Conditions, and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. The amended or supplementary Declaration may contain additions as may be necessary to reflect added open space, tree preservation and woodland protection areas, other necessary restrictions and/or the different character, if any, of the added properties.

Section 3. Amendment. This article shall not be amended without the written consent of Developer, as long as Developer owns any of the Property.

## **ARTICLE II** **HOMEOWNERS ASSOCIATION**

Section 1. Membership. Developer and all owners of lots within the Subdivision shall be members of the Rolling Hills Estates Homeowners Association, Inc. (hereinafter the "Association"). All members of the Association shall abide by the Association's rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with the decisions of the Association's governing body. The Association's Board of Directors shall be the governing body of the Association. Conveyance of a lot (except for a mortgage to a mortgagee) automatically transfers membership in the Association without the necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any lot that is subject to assessment.

Section 2. Classes of Membership. The Association shall have two classes of voting membership.

A. Class A. Class A members shall be all lot owners, with the exception of the Developer.

B. Class B. The Class B member shall be the Developer. The Class B membership shall cease and be converted to Class A membership upon the earlier of the occurrence of any event specified in Subsection C below.

C. Each member shall have one vote for each lot owned, which vote may not be exercised until the earlier of the occurrence of any one of the following events:

1. Developer, in its sole discretion, so determines; or
2. Within ninety (90) days following the date when 100 percent of the lots, which may be developed on the Property, have been sold by Developer or January 1, 2035.

Section 3. Rights and Obligations of the Association. Anything to the contrary herein

notwithstanding, the Association and the lot owners shall be responsible for the maintenance of all common open space, private roads, islands in the right-of-way, and signature entrances, so long as the subdivision is used as a residential subdivision or until properly dedicated to a unit of local government. This provision shall not be amended. Developer shall have the right to employ a manager to oversee and implement the Association's maintenance obligations, and any such management fees incurred thereby shall be paid by the Association. The Association shall also perform the other duties prescribed by this instrument or the Association's rules and regulations, which duties may include maintenance and repair of sewers and streets.

Section 4. Developer Rights to Association All rights reserved by Developer in this Declaration shall automatically pass to the Association when Class B membership ceases pursuant to Article II, Section 2, and thereafter any reference to Developer shall be construed to mean the Association.

### **ARTICLE III** **PROPERTY RIGHTS**

Section I. Owner's Easements of Enjoyment; Exceptions. Every owner shall have a right and easement of enjoyment including, without limitation, the right of pedestrian ingress and egress, in and to the "common areas" which shall be appurtenant to and shall pass with the title to every lot. This right and easement shall also be deemed granted to the Association and the lot owners' families, guests, invitees, servants, employees, tenants and contract purchasers. The term "common areas" means and refers to the common open space and public utility easements, all maintained for the common use, enjoyment and mutual benefit of the lot owners as hereinabove stated. Developer releases and quitclaims to the Association its right and title to the common areas. The right of enjoyment is subject to the following provisions:

A. The right of the Association to suspend the voting rights of a lot owner for any period during which any assessment against his lot remains unpaid and for a period of time for any infraction of its published rules and regulations; and

B. Common areas, open space, private roads, islands in the right-of-way, and signature entrances shall not be dedicated to a unit of local government without the acceptance of the unit of local government involved and the approval of the Triple S Planning Commission. The Association cannot amend this restriction without approval from the Triple S Planning Commission. This restriction shall not apply to any public utility easements previously established. Developer may dedicate utility, service or drainage easements upon, through or under the common areas at its sole discretion so long as there is in existence the Class B membership in accordance with Article II, Section 2. When Class B membership ceases, this right of Developer shall automatically pass to the governing body of the Association.

C. The owners of Lots 5 through 7 shall form a separate "lake association", completely separate and independent of the Association detailed in Article II herein, to keep said lake in good condition and properly stocked with fish. No boats larger than 12 feet shall be allowed on said lake and no motor other than an electric trolling motor shall be used on said lake. Only the owners of Lots 5 through 7, their guest and invitees shall be permitted to use said lake, the Developer, the Association and the Lake Association are hereby indemnified and held harmless by the owners of Lots 5 through 7, and the purchase of any of said Lots 5 through 7 constitutes an agreement by the owners thereof to indemnify and hold harmless the Developer, the association and the Lake

Association from and against any claims, actions, proceedings, losses and damages of any kind for accidents and resulting injuries which may occur on said Lake.

**Section 2. Association's Right of Entry.** The authorized representative of the Association or its governing body shall be entitled to reasonable access to individual lots as may be required in connection with the preservation of property on an individual lot in the event of any emergency or in connection with the maintenance of, repairs or replacements within the common areas, or any equipment, facilities or fixtures affecting or serving other lots or the common areas or to make any alteration required by any governmental authority; provided, after any such entry the Association shall restore the lot to its former condition.

**Section 3. No Partition.** Except as is permitted in this Declaration or amendments thereto, there shall be no physical partition of the common areas or any part therefor, nor shall any person acquiring any interest in the Property have the right of judicial partition. This section does not prohibit the governing body of the Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

## **ARTICLE IV** **ASSESSMENTS**

**Section 1. Assessments; Creation of the Lien and Personal Obligation.** Each lot owner, except Developer and the Association, by acceptance of a deed for the lot, whether or not it shall be expressed in such deed, covenants and agrees to pay to the Association [i] annual or monthly assessments or charges, and [ii] special assessments for capital improvements, such assessments to be established and collected as provided in this Article IV. Developer shall be responsible for the maintenance costs of the Association incurred over and above assessed amounts payable to the Association by the lot owners until Class B membership is converted to Class A membership pursuant to Article II, Section 2B. When Class B membership in the Association is converted to Class A membership, Developer shall pay assessments to the Association for each lot Developer owns, if any, in the same manner and amount as every other lot owner pays assessments. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Such lien may be enforced by foreclosure in the manner that mortgages are foreclosed in the Commonwealth of Kentucky. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment became due and payable. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them.

### **Section 2. Purpose of Assessments.**

A. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents and, in particular, for the acquisition, construction, management, improvement, care and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the common areas, including but not limited to, the cost of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the common areas, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys, accountants and other professionals to represent the Association when necessary, and such other

needs as may arise, and for the improvement and maintenance of the common areas.

B. Until Class B membership ceases and is converted to Class A membership pursuant to Article II, Section 2B, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Property, as permitted in this Declaration.

**Section 3. Maximum Annual Assessment.**

A. The maximum annual assessment shall be One Thousand Five Hundred Dollars and No Cents (\$1,500.00), payable in annual installments as provided in Section 6 below. The maximum annual assessment may not be increased in anyone year by more than twenty five percent (25%) of the maximum assessment for the previous year without an affirmative vote of a majority of each class of members pursuant to the Association's rules and regulations. A one-time initiation fee shall be charged at purchase of \$500.00.

B. The governing body of the Association may fix the annual assessment at an amount not in excess of the maximum. The governing body of the Association shall determine when the assessments shall be paid.

**Section 4. Special Assessments for Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas, including fixtures and personal property related thereto.

**Section 5. Uniform Rate of Assessment.** Both annual and special assessments shall be fixed at a uniform rate for all lots, except those owned by Developer during the period when Class B membership exists in the Association, as provided in Section 2 of Article II. The Association's governing body may, at its discretion, waive the assessment for any year or part of a year for any lot not occupied as a residence.

**Section 6. Date of Commencement of Annual Assessments; Due Dates.** The annual assessments provided for herein shall begin as to any lot subject to the assessment on the date on which title to the lot is conveyed to the owner, subject to the waiver provided in Section 5 of this Article. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year when title to the lot is transferred. The governing body of the Association shall determine the dates when assessments are due.

**Section 7. Effect of Nonpayment of Assessments; Remedies of the Association.** Any assessment not paid by the due date shall be subject to a late charge as determined by the Association's governing body. The Association may bring an action at law against the owner personally obligated to pay the assessment, or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of such assessments. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas or abandonment of his lot.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect

the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any lot pursuant to a first mortgage foreclosure of any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot owner from liability for any assessment thereafter becoming due or relieve such lot from the lien for any assessments thereafter becoming due.

## **ARTICLE V** **USE RESTRICTIONS**

Section 1. Primary Use Restrictions. No lot shall be used except for private single family residential purposes. No structure shall be erected, placed or altered or permitted to remain on any lot except one family (including any domestic servants living on the premises), not to exceed two and one-half stories in height in the front.

Section 2. Renting / Leasing. All rental/lease agreements must contain language that the tenant is bound by and will abide by all Restrictions, By-Laws and rules and regulations. Owners must submit all proposed rental/lease agreements to the board for their written approval prior to the inception of the lease and must provide contact information for each tenant. Should contact information change for any tenant or owner then the owner shall immediately provide updated information within ten (10) days of the change. Rentals or leases to or with registered sex offenders are strictly prohibited.

Section 3. Nuisances. No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

### Section 4. Other Structures and Vehicles.

A. Restrictions on Structures. No used or previously erected or temporary house shall ever be placed, erected or allowed to remain on any Lot. No structure of a temporary character shall be permitted on any Lot, except for temporary tool sheds, field offices or sales offices used by Developer, or by a Builder (defined as the contractor constructing a residence on a lot) as Developer may permit by written consent in its sole discretion, which structure shall be removed by Builder when construction or redevelopment on a Lot is completed. Any such temporary structure shall be removed by a Builder within ten (10) days of receipt of written notice from Developer.

B. No Temporary Residences. No bus, mobile home, trailer, camping unit, camping vehicle, motor home, or other vehicle, or outbuilding, basement, tent, shed, shack, garage or barn, or any structure other than the main residence erected on a Lot, shall at any time be used as a residence, temporarily or permanently, on any Lot or otherwise within the Property.

### C. Restrictions on Vehicles and Parking.

(i) No bus, mobile home, motor home, trailer, camper trailer, camping unit, camping vehicle or boat shall be parked or kept on any Lot or on any street in the Subdivision except within a garage for any period in excess of two (2) days in any 365- day period (any portion of a day constitutes a day).

(ii) No commercial vehicle shall be parked or kept on any Lot, unless housed in a garage, or any street in the Subdivision in excess of four (4) hours in any 24- hour period or except when used

as part of a temporary construction or repair activity on the Lot. "Commercial vehicle" as defined as a vehicle meeting anyone of the following characteristics: having dual rear wheels, having a design load carrying capacity of more than one ton, being designed to carry more than nine passengers, including driver, being designed to carry business equipment on or in exterior racks or bins, but not including tool boxes, or advertising a business or containing on its exterior any business information in excess of the business name on the driver's side door of the vehicle.

(iii) No vehicle, motorized or otherwise, including, but not limited to those set forth in (c) (i) and (ii) above, shall be parked on any street or public right-of-way in the Subdivision between the hours of 4:00 a.m. and 6:00 a.m., and no such vehicle shall be parked at any time except on a street, in a designated parking lot, on a legal driveway or in a garage.

(iv) On-street parking of any vehicle in the Subdivision shall be limited to only one side of any street or public right-of-way in the Subdivision so a full eighteen (18) feet of emergency access roadway shall be maintained at all times.

(v) No vehicle determined to be objectionable or unsightly by Developer or its successors or assigns, including the Community Association, and no vehicle which is inoperable, shall be parked at any time on any street or any portion of a Lot except in a garage.

(vi) There shall be no habitation of any vehicle parked anywhere in the Subdivision.

(vii) No motorcycle, motorbike, motor scooter, mini bike, go-cart or any other motor driven vehicle of a similar nature shall be operated or driven off the streets of the subdivision. No such motor driven vehicle shall be operated on the streets in such a manner as to cause a nuisance, and same shall be equipped with a lawful, suitable and efficient muffler at all times. All state, county, and local ordinances shall be observed.

## Section 5. Animals.

A. No animals of any kind shall be kept on a lot or within a residence on a lot except for a maximum of two (2) dogs, cats, birds any other pets of a customary variety; and no animal may be kept, bred or maintained for commercial purposes. Pit bulls or any other dog of vicious nature shall not be kept on the premises. All cats not kept in a house must be "belled" (a collar with a warning bell to all birds and small animals). No other animals, livestock or poultry of any kind shall be kept, raised or bred on any part of the above described property except one (1) horse, pony or cow shall be allowed per acre of fenced pasture after allowance of a minimum of one acre for the homesite. One barn, of approved design and location will be allowed having no less than 150 square feet for each horse plus 300 square feet for feed and tack room. The approval for the design, size and locations shall be obtained from the association. Any horse entering a public street must be equipped with skid-proof shoes. Any dogs shall be kept on the owner's lot or leashed when not on such lot.

B. No person in charge of a dog, cat or other household pet shall permit or allow such animal to excrete manure or feces on any lot in the Subdivision (other than that lot of the owner or person in charge or control of such animal) or on any common area, street or right of way in the Subdivision, unless the owner or person in control of such animal immediately removes all feces deposited by such animal and disposes of same in a sanitary manner. No pet may be allowed to become a nuisance to the other lot owners. Dogs shall remain under the control of their owners and in compliance with the local regulations and ordinances.

Section 6. Clothes Lines; Awnings; Fences and Walls; Tennis and Basketball Courts; Swimming Pools; Antennae and Receivers; Transmitters.

- A. No outside clothes lines shall be erected or placed on any lot.
- B. No awnings or other similar exterior window coverings shall be installed on a residence without the prior written consent of the Developer.
- C. No fence or wall of any nature may be extended toward the front or street side property line beyond the rear or side wall of the residences. All fences shall be maintained to preserve an attractive appearance from the exterior of each lot. As a "structure," no fence or wall of any nature may be erected, placed or altered on any lot until construction plans are approved in writing by Developer pursuant to Article VI, Section 1. All fencing is to be black in color.
- D. No above ground swimming pools shall be erected on any lot. In-ground swimming pools, tennis and basketball courts, hot tubs and spas may be permitted but only if design and placement thereof are approved in writing, in advance of construction, by Developer at Developer's sole discretion.
- E. No antennae, masts, poles, microwave or any other similar type receivers or transmitters (including those currently called "satellite dishes") or any appurtenances shall be erected or placed on any lot unless its design and placement are approved in writing by Developer or as required by law.
- F. All exterior play equipment located on any lot, including, without limitation, swing sets, jungle gyms and similar equipment, shall be subject to the prior written approval of the Developer in its sole discretion, and all lot owners and residents of the Subdivision are advised to obtain the approval of Developer prior to the construction or placement of any such equipment on any lot.
- G. No flagpoles, advertising, or signs of any nature shall be erected or placed on any Lot. Flags may, however, be temporarily hung for a period of ten 10 days or less in customary fashion from any structure or visibly displayed so long as it is not in excess of 24 square feet in size, unless permitted in writing by Declarant. American Flags will be approved and hung at all times.

Section 7. Duty to Maintain and Rebuild.

- A. 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. No residence shall have sheets or other material of a temporary nature placed over windows without the prior written approval of the Developer. No aluminum foil, tinted or reflector glass or other tinted or reflective material shall be installed or maintained on any window.
- B. Each owner of a lot shall keep the lot and improvements thereon neat and attractive in appearance. Should any lot owner fail to do so, then Developer or the Association may take such action as it deems appropriate in order to make the lot neat and attractive. The owner of that lot shall, immediately upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest. Developer shall have a lien on that lot and the improvements thereon equal in priority to the lien for assessments provided in Article IV, Section 1 to secure the repayment of such amounts. Such lien may be enforced by foreclosure.

C. If all or any portion of a residence is damaged or destroyed by fire, or other casualty, then the 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. Alternatively, the lot owner shall completely raze the residence and sod or seed the entire lot until such time as construction of a new residence is begun.

**Section 8. Business; Home Occupations.** No trade or business of any kind (and no practice of medicine, dentistry, chiropody, osteopathy and other like endeavors) shall be conducted on any lot, except for "home occupations" as that term is strictly construed under the applicable zoning regulations, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

**Section 9. Signs.** No sign for advertising or for any other purpose shall be displayed on any lot or on a building or a structure on any lot, except one sign for advertising the sale or rent thereof, which shall not be greater in area than nine square feet; provided, however, Developer shall have the right to [i] erect larger signs when advertising the Property, [ii] place signs on the lots designating the lot number of the lots, [iii] place both Realtor and builder signs advertising the sale of the initial residence constructed on a lot, [iv] following sale of a lot, place signs on such lot indicating the name of the purchaser of that lot. This restriction shall not prohibit placement of occupant name signs and lot numbers as allowed by applicable zoning regulations.

**Section 10. Drainage.** Drainage of each lot shall conform to and be maintained in accordance with the general drainage plans of Developer for the Property, including but not limited to all drainage swales.

**Section 11. Obligation to Construct Dwelling or Reconvey.** Within twenty-four (24) months after the date of conveyance of a lot without a dwelling thereon, every lot owner shall commence in good faith the construction of a single family dwelling approved according to Article VI, Section 1, upon each lot conveyed. If construction does not commence within the specified period of time, Developer may elect to repurchase any and all lots on which construction has not commenced for percent of the purchase price, without interest, of said lot or lots hereunder sold by Developer, in which event the lot owner shall immediately reconvey and deliver possession of said lot or lots to Developer by deed of special warranty. If Developer has not exercised this right to repurchase within ten years from the date such right vests in Developer, the Developer's right to repurchase shall cease with respect to that particular lot.

**Section 12. Disposal of Trash.** No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Trash, garbage or other waste shall not be kept except in sanitary containers. This restriction shall not apply during the period of construction of a residence on the lot, provided such lot owner makes provisions to retain all rubbish, trash and garbage on that particular lot.

**Section 13. Underground Utility Service, Storage Tanks and Gardens.**

A. Each property owner's electric, water, sewer, gas, cable television and general utility service lines shall be underground through the length of service line from the utility company's point of delivery to the customer's building; and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric, water, sewer, gas, cable television and general utility service lines to the utility company's termination points. Electric service lines, as installed, shall determine the exact location of said easements.

The electric and telephone easements shown on the plat shall be maintained and preserved in their present condition, and no encroachment therein and no change in the grade or elevation thereof shall be made by any person or lot owner without the express written consent of the utility company or the telephone company.

B. Easements for overhead transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all areas shown on the plat (including park, open and drainage space area) and designated for underground and overhead facilities.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of bringing service to the Property, the utility company is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

C. No owner shall construct, install, alter, or cause to be constructed, installed, or altered any on-site sewage disposal system without having first obtained an on-site sewage disposal permit from the local health department. All owners agree to properly maintain all septic systems and promptly make necessary repairs when necessary.

D. All outside propane storage tanks must be buried underground. This provision does not apply to grill tanks.

E. No vegetable gardens shall be planted or extended toward the front or street side property line beyond the rear or side wall of the residences.

**Section 14. Signage, Landscaping and Fencing.** The Association shall maintain in any easement any signs and signature entrances identifying the Subdivision, any fencing constructed in any fencing easement on the Property and any landscaping and berms installed in the publicly dedicated rights-of-way within the Property and adjacent to the Property including street islands, as well as any landscaping provided in any sign and landscaping easements on the Property. The purpose of the sign easement and the landscape and fence easement is to construct and maintain such signage, landscaping and fencing for the Subdivision as may be determined by the Developer. Notwithstanding the foregoing, each lot owner shall be responsible for the cost of repairing any damage to fencing caused by such lot owner.

**Section 15. Yard Sales.** No yard sales or garage sales of any kind shall be conducted on any lot without the prior written consent of the Developer.

**Section 16. Garbage Collection.** Each lot owner shall be responsible to obtain the lot owner's own service for collecting garbage and recycling. If a lot owner fails to pay the fees charged by the

approved sanitation company, the Developer may make such payment and assess the lot owner for such charge. A lot owner's failure to repay the Developer within five (5) days after receipt of such statement shall be treated as a non-payment of assessments, and Developer shall have all rights and remedies afforded the Association in Article IV, Section 7 of this Declaration.

Section 17. Hunting and Firearms Use. There shall be no hunting on the property of any animal and there shall be no use of firearms for the purpose of target shooting, clay pigeon shooting or any other purpose for the firing of firearms use unless by self-defense use.

## **ARTICLE VI** **ARCHITECTURAL CONTROL**

### Section 1. Approval of Construction Plans.

A. No structure may be erected, placed or altered in any manner on any lot until the construction plans and building specifications and a plan showing [i]the location of improvements on the lot; [ii] the grade elevation (including rear, front and side elevations); [iii] the type of exterior material (including delivery of a sample of exterior material, if requested by Developer; and [iv] the location and size of the driveway (which shall be concrete or such other material as may be approved in writing by Developer) shall have been approved in writing by the Developer.

B. References to "Developer" shall include the entity, person or Association to whom Developer may assign the right of approval. When Developer no longer owns any lots in the Subdivision, this right of approval shall automatically be assigned to the Association, which may then likewise assign its right of approval to any architectural review board, committee, entity or person, as the Association may determine in its sole discretion. References to "structure" in this paragraph shall include any building (including a garage), fence, wall, antennae and microwave and other receivers and transmitters (including those currently called "satellite dishes").

C. After any structure has been erected and the initial landscaping material installed, no alterations or additions that affect the external appearance of the structure or landscaping may be performed until the plans have been approved in writing by the Developer, the Association, or any designated review entity as the case may be.

### Section 2. Building Materials and Architectural Standards.

A. Except as provided in this Section 2.A, the exterior building material of residences and structures will be brick, stone, brick veneer, stone veneer, or a combination of those materials. However, Developer recognizes that the appearance of other exterior building materials (such as but not limited to fiber cement siding, composite siding or wood siding; stucco or stucco like materials or the like) may be attractive and innovative and reserves the right to approve in writing the use of other exterior building materials. The exterior building material of all residences and structures shall extend to ground level.

B. The primary roof pitch of any residential structure shall not be less than eight (8) inches vertical for every twelve (12) inches horizontal. A gable end roof pitch shall be no less than ten (10) inches vertical for every twelve (12) inches horizontal. Lower roof pitches may be approved in writing, in advance of construction, by Developer, the Association, or any designated review entity as the case may be. All Chimney Caps must be approved by the developer at the time of plan

approval. All PVC roof vents must be painted.

C. Developer reserves the right, at Developer's sole discretion, to disapprove construction plans and/or to require modifications to such plans, based on building materials, roof pitches, elevations, etc.

Section 3. Minimum and Maximum Floor Areas. The following shall be minimum floor areas for homes to be constructed after this instrument is recorded:

A. The ground floor area of a one story house shall be a minimum of 2,800 square feet.

B. The ground floor area of a one and one-half story house shall be a minimum of 2,200 square feet, with a minimum of 3,500 square feet total.

C. The ground floor area of a two-story house shall be a minimum of 2,000 square feet, with a minimum of 4,000 square feet total.

D. No Split Level homes where the level of any portion of the ground floor varies from any other portion of the ground floor by more than eighteen inches (18") shall be permitted on any Lot.

E. Basements are required. Finished basement areas, garages and open porches are not included in computing floor areas; however, Developer may, at its option, include unfinished floor areas and above ground storage areas in computing minimum floor areas.

F. All lots shall have at least a 3-car attached garage. The location, construction, design and type of materials must be approved by the Developer. No carports shall be allowed on any lot. There shall be no front entry garages unless approved by Declarant. No garage doors can face any street, unless approved by Developer.

Section 4. Setbacks. No structure shall be located on any lot nearer to the front lot line or the side street line than the minimum building setback lines shown on the recorded plat.

Section 5. Landscaping; Solar; Exterior Lighting; Lakes; Driveways; Sidewalks.

A. Within (30) days of final completion of the construction of a residence, the lot owner shall complete landscaping and grade and sod and sow grass seed.

B. In addition, a landscape plan shall be submitted to the Association for its approval in writing, which plan shall show the trees, shrubs and other plantings then existing or to be planted on the lot. Each landscape plan for a lot submitted to the Association shall obligate the lot owner to install (to the extent the same are not already located on the lot), trees, shrubs and other plantings including a minimum of two (2) six foot deciduous trees with a minimum diameter of 1.5", on the front yard and in the case of a corner lot, two additional trees of at least the same size on the side facing the street. No tree shall be removed from any lot without the prior written approval of the Association, unless such a tree is creating an immediate hazard to persons or property. Each lot shall be landscaped so as to preserve as much natural vegetation as reasonably possible. No artificial grass, plants or other artificial vegetation shall be placed or maintained on any lot. All new construction shall have at least 1,000 sq. yards of sod laid in the yard immediately in front of the house. The balance of the front yard not sodded shall be seeded.

C. Each lot owner shall install a concrete or other approved surface driveway upon the earlier of one (1) month of completion of the dwelling or occupancy.

D. No lakes or ponds may be created in the subdivision unless the written approval of the Developer is obtained prior to construction.

E. Upon a lot owner's failure to comply with the provisions of this Article 6, Developer may take such action as necessary to comply therewith, and the owner shall immediately, upon demand, reimburse Developer or other performing party for all expenses incurred in so doing, together with allowable statutory interest, and Developer shall have a lien on that lot and the improvements thereon to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for annual and special assessments may be enforced.

Section 6. Outbuildings. If an outbuilding is constructed on any lot, construction materials and design as shown on plans, must be approved in writing by Developer prior to construction. The exterior of any unattached structure must be of new materials. All unattached structures must be kept in good repair.

Section 7. Mail and Paper Boxes. No mailbox, paper holder are to be installed unless approved in writing by the Association.

Section 8. Solar Panels. Solar panels, solar shingles, power walls, and electrical generating wind turbines must be approved in writing by the Developer or the Association.

Section 9. Lighting. Any exterior lighting installed on any lot shall be indirect or of such controlled focus and intensity so as not to disturb the residents of adjacent or nearby lots, as determined by Developer. All exterior lighting must have the prior written approval of Developer.

Section 10. Subdividing Lots. No owner of a lot shall subdivide any lot in Rolling Hills Subdivision without the prior written consent of the Developer. Nor shall any lot line or property line be moved without the prior written consent of the Developer.

## ARTICLE VII GENERAL PROVISIONS

### Section 1. Enforcement.

A. Violations. The Association may issue a fine of up to \$50 per day of violation (each day of a continuing violation being considered a separate violation) for any violation of these restrictions. In order to levy any fine under this provision, the Association must provide five (5) days written notice to the offending Lot owner. If the violation is not remedied or discontinued within the 5-day period following issuance of the notice, then fines may be levied from the issuance of the notice forward until the violation is remedied or discontinued.

B. Parties. Enforcement of these restrictions shall be by proceeding at law and/or in equity, brought by Developer and/or the Association, or, in the absence of any such action, by any Lot owner (although Developer and/or the Association shall at all times have the superior right to bring and/or assume and control the course of, as applicable, any such proceeding) against any party violating or

attempting to violate any covenant or restriction or other provision of this Declaration, either to restrain violation, to direct restoration *and/or* to recover damages. Failure of any Lot owner, Developer or the Association to demand or insist upon observance of any of the provisions of this Declaration, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or of the right to seek enforcement of that provision in that or any other case. Any such Lot owner, Developer and/or the Association enforcing this Declaration shall be entitled to recover all costs and expenses incurred in connection with such action from the defaulting party or parties, including, without limitation, court costs and reasonable attorney's fees. Any award of damages received by Developer or the Association in connection with any such action and interest hereon until paid, and all costs and expenses incurred by Developer or the Association in connection therewith, shall constitute a lien upon the Lot, of equal priority to the lien for assessments provided for in Article 4, and any award of damages received by any Lot owner in connection with any such action shall accrue to the sole benefit of the Association.

C. Liens. All liens created and/or imposed against any Lot pursuant to the provisions of this Declaration, including the lien set forth in paragraph A above, may be enforced in accordance with the applicable provisions of Kentucky Law, including the judicial foreclosure thereof and sale of Lot encumbered thereby, with the Lot owner and any other persons responsible therefore remaining liable for any deficiency.

D. Owner Liability. Each Lot owner (other than Developer) shall be responsible and liable for any violations made or caused by such Lot Owner and every family member, agent, employee, contractor, material supplier, invitee, licensee, tenant, sublessee and assignee of such Lot owner.

E. Waivers. Failure of any party to demand or insist upon observance of any of these restrictions or covenants, or to proceed for a restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

Section 2. Severability. Invalidation of anyone of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 3. Restrictions Run With the Land; Amendment. Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years so long as the real property subject to this Declaration remains a residential subdivision. Except for Article III, Section 1 B (ii) hereof, these restrictions may be cancelled, altered or amended at any time by a written instrument signed by the owners of the lots with 55% of the votes in the Association and recorded in the Shelby County Clerk's office.

Section 4. Amendments to Rules and Regulations. Nothing in this Declaration shall limit the right of the Association to amend, from time to time, its rules and regulations.

Section 5. Non-Liability of the Directors and Officers. Neither Developer or the directors or officers of the Association shall be personally liable to the owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The lot owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successor and assigns in accordance with the Bylaws. This

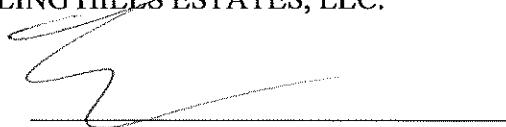
indemnification shall include without limitation, indemnification against all costs and expenses (including attorneys' fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

Section 6. Governing Body's Determination Binding. In the event of any dispute or disagreement between any lot owners relating to the Property or any questions of interpretation or application of the provisions of this Declaration or the Rules and Regulations, the determination thereof by the governing body of the Association shall be final and binding on each and all such owners.

WITNESS the signature of Developer by its duly authorized representatives as of the date first set forth above but actually on the date set forth in the notarial certificate below.

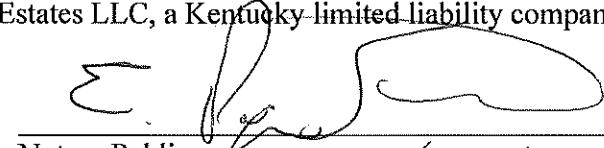
ROLLING HILLS ESTATES, LLC.

By:

  
Brian J. Wacker, President

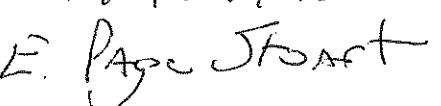
COMMONWEALTH OF KENTUCKY )  
COUNTY OF JEFFERSON )  
                                  ) SS  
                                  )

The foregoing instrument was acknowledged before me on December 3, 2025 by Brian J. Wacker, president of Rolling Hills Estates LLC, a Kentucky limited liability company.

  
Notary Public

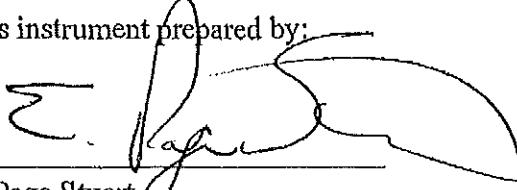
Commission expires: 1/22/2029

ID #: KYNP18155

  
E. Page Stort

SHELBY COUNTY  
D746 PG798

This instrument prepared by:

  
E. Page Stuart  
E.P.S. Law, PLLC  
906 Lily Creek Road  
Suite 202  
Louisville, Kentucky 40243

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RECORDED: 12/10/2025 11:57:14 AM  
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COUNTY: SHELBY COUNTY  
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