

TWELVE OAKS DEVELOPMENT CORPORATION

Section V

DECLARATION OF REGULATIONS, COVENANTS, CONDITIONS AND RESTRICTIONS

75500

This DECLARATION made on the date hereinafter set forth by TWELVE OAKS DEVELOPMENT CORPORATION, hereinafter referred to as "DECLARANT".

WITNESSETH:

WHEREAS, the Declarant is the owner of certain property in Bullitt County, Kentucky, known as **Twelve Oaks Subdivision, Section V**, a plat of which is recorded in Plat Cabinet 02, Slide 455 in the office of the Clerk of the Bullitt County Court.

Being part of the same land conveyed to Twelve Oaks Development Corporation by Deed recorded in Deed Book 360, Page 061, in the office of the Clerk of the Bullitt County Court, dated August 3 1992, and by Dorman Ballard Hardy, etc., by Deed dated August 21, 1989, recorded in Deed Book 320, Page 257, also in the office of the Clerk of the Bullitt County Court.

AND WHEREAS, the Declarant will convey the said properties, subject to certain protective regulations, covenants, conditions, restrictions and reservations as hereinafter set forth;

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following restrictions, regulations, covenants and conditions all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real estate. These covenants, restrictions, regulations and conditions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties, or any part thereof, and shall inure to the benefit of each owner thereof.

*Genney Witt
July 10, 2000*

For ~~Deed of Release~~ *Clarification*
of Paragraph 21
See Deed Book 559 Page 537
Nora McCawley, Bullitt County Clerk
By: *Rubens*, DC

enforceable as an assessment lien, including by foreclosure and including the collection of reasonable attorney's fees. Each day of the violation may be considered a separate violation.

20. **Invalidation.**

Each of the above restrictions and covenants shall be independent of every other. Invalidation of any of the above by judicial proceedings or any other means shall in no way effect the validity of the others. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

* 21. **Residents; Maintenance Association; Assessments.**

(a) The Articles of Incorporation of Twelve Oaks Resident's Association, Inc. ("Association"), may be amended from time to time, which are dated the third day of November, 1988, and are recorded in Book 6, Page 491, in the office of the Clerk of Bullitt County, Kentucky, and the Articles of Amendment dated the seventeenth day of April, 2000, recorded in Book 11, Page 801 and also recorded in the office of the Clerk of Bullitt County, Kentucky. Every owner of a lot in this section of Twelve Oaks (and such other sections which Developer may be future deed, restrictions so provide) shall be a member of the Association, and, by acceptance of a deed for any lot, agrees to accept membership in, and does thereby become a member of the Association. Such owner and member shall abide by the Association's bylaws, rules and regulations, shall pay the assessments provided for when due, and shall comply with decisions of the Association's Board of Directors. A membership fee for the clubhouse/pool, based on a fee approved by the Board of Directors, will be required and paid at closing and transfer of Lot to purchaser. *

(b) Developer shall have a representative on the Board with full rights and power as all Directors.

(c) The objects and purposes of the Association shall be as set forth in its Articles of Incorporation and Articles of Amendment, shall be to promote the social welfare and serve the common good and general welfare of its members, and shall include, unless such obligations are otherwise assumed by any municipal or government agency having jurisdiction thereof, the maintenance and repair of the streets, common areas, crosswalks, storm drains, basins, lakes and entrances as shown on the plats of the Subdivision, and acceptance of common area, including recreational and clubhouse/pool facilities for purposes of construction, operation, maintenance and repair.

(d) Any assessment levied by the Association shall be used only for purposes generally benefiting the Association, and shall constitute a lien upon the lot and shall be enforceable against the real estate by foreclosure or otherwise.

MAILED
PREPARED

16402

CLARIFICATION OF PARAGRAPH 21 OF
DECLARATION OF REGULATIONS,
COVENANTS, CONDITIONS AND RESTRICTIONS
TWELVE OAKS DEVELOPMENT CORPORATION
SECTION V

Comes **TWELVE OAKS DEVELOPMENT CORPORATION**, a Kentucky corporation, of P.O. Box 170, Mt. Washington, Kentucky 40047, Developer of the property recorded in Plat Cabinet 2, Slide 455 in the Office of the Bullitt County Clerk, and referred to **TWELVE OAKS SUBDIVISION, SECTION V**.

WHEREAS, questions have been raised as to interpretation and administration of paragraph 21 of the original Declaration of Regulations, Covenants, Conditions and Restrictions of record in Deed Book 506, Page 152 in the Bullitt County Court Clerk's Office, with regard to the membership fee for the clubhouse;

NOW THEREFORE, in order to clarify and explain the implementation and administration of the clubhouse membership fee, the Developer states as follows:

Each lot owner of Twelve Oaks Subdivision, Section V shall be a member of the clubhouse. A membership fee approved by the Board of Directors of the Association shall be charged each lot owner at the time title is transferred into the lot owner's name. The membership fee shall not be assigned, transferred or otherwise conveyed to a successor in interest to the lot, without the express written consent of the Board of Directors of the Association.

This clarification in no way amends or contradicts the original language of paragraph 21 of the original Declaration but merely clarifies and explains how it is implemented and applied.

WITNESS the hand of the Developer by and through its duly authorized officer this 18 day of July, 2002.