

**FIRST AMENDED DECLARATION OF RESTRICTIONS
FOR
BRIARWOOD FOREST SECTION 5
A.K.A. BRIARWOOD RESERVE**

This Declaration of Restrictions and Covenants restricts Lots 116-122 of Briarwood Forest Section 5, also known as Briarwood Reserve, Elizabethtown, Kentucky as per plat of same recorded in Plat Cabinet 1, Sheet 6683, in the Hardin County Clerk's Office hereinafter ("the property" or "lots") of which Wolf Investments, LLC, 710 Landsdowne Court, Elizabethtown, KY 42701 (hereinafter "Owner or Developer"), is the Developer. Prior restrictions on these lots are recorded in Deed Book 1494, Page 186.

WITNESSETH: WHEREAS, the Owners and Developer of this property acquired title to all buildable lots within Briarwood Forest Section 5 as follows:

LOT #	OWNER	DEED BOOK
116	Richard A. Teolis, Jr. & Shelby K. Teolis	DB 1523, PG 394
117	Joan M. Wolf Revocable Trust Agreement	DB 1526, PG 101
118	Joan M. Wolf Revocable Trust Agreement	DB 1526, PG 100
119	Matthew Moreman	DB 1509, PG 172
120	James E. & Susan K. Hayes	DB 1515, PG 136
121	James E. & Karen S. Welch	DB 1513, PG 562
122	Kenneth William & Cynthia Marie Caple	DB 1521, PG 1335

AND, WHEREAS, Briarwood Forest Section 5 Owners and Developer, desire to protect said property and neighborhood by appropriate restrictions as to the use and improvements of said lots and to make said subdivision more desirable for residential purposes, we hereby make and impose the following restrictions on the above-described property located in Hardin County Kentucky to wit:

1. A review and approval of plans by the developer and/or Briarwood Reserve HOA, Inc., (hereinafter "HOA") architectural committee must be obtained prior to construction of any dwelling on any lot in Briarwood Reserve. THERE SHALL BE A MAXIMUM CONSTRUCTION PERIOD FOR EACH DWELLING NOT TO EXCEED ONE YEAR FROM START TO FINISH. It is understood that uncontrollable circumstances can cause project delays and written extensions may be granted by developer or HOA architectural committee if deemed appropriate.
2. No lots shall be used except for single family dwelling, residential purposes. Unless approved by a majority of lot owners executing these Restrictions, or their successor and assigns, short term rentals of less than 3 months are not permitted. Long term rentals of 3 months or more are permitted. Any tenant activity that

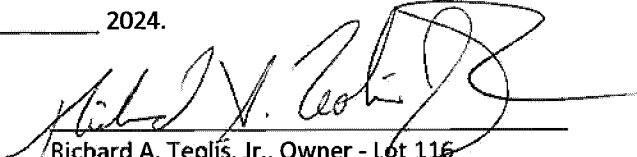
violates these restrictions will be considered violations by the owner of the lot in question, subject to enforcement of all rights and remedies of other owners as set out herein. No more than one dwelling shall be placed or permitted to remain on any lot. Lots may be combined with city planning approval, but no lot shall be subdivided into smaller lots than as shown on the recorded plat for the purpose of erecting any building thereon. Lot 123 shall be an open-space, non-buildable lot owned and maintained by the City of Elizabethtown.

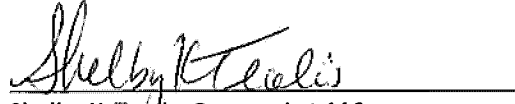
3. It is expected that lot owners keep their lots well-maintained. Vacant lots should be cut no fewer than 8 times per year. Open-lot vegetation shall never exceed 16" and in the event that a lot owner habitually ignores this expectation, the developer and/or HOA architectural committee reserves the right to have the property maintained by a reputable lawn care company and serve the lot owner with an invoice for these services. Should a vacant lot become disturbed it is expected that said lot owner properly over-see the disturbed area within 14 days and keep proper ground cover to prevent erosion and/or keep the lot well-maintained.
4. ALL TWO STORY and/or one and ½ story homes shall contain a minimum of 1400 square feet of living space on the first floor and a total of 2400 square feet on the first and second floor combined, exclusive of the garage and/or porches.
ALL ONE STORY HOMES must have a minimum of 1800 square feet of living space, exclusive of the garage and/or porches.
No home shall exceed two stories in height. No bi-level style homes shall be permitted unless otherwise approved by the developer and/or HOA architectural committee.
Subject to the approval of the developer or HOA architectural committee, a detached building or garage may be built, so long as it is of the same exterior design, material and quality of the home. Said building must comply with all set-back lines and easements or restrictions.
5. All garages shall be a minimum of 2-car and must be attached or built-in and must be of the same material as the home unless otherwise approved by developer or HOA architectural committee. No carports will be allowed.
6. Covered porches, garages, finished basement areas, and breezeways are not included in computing the total living space of any residential structure.
7. No building shall be erected on any lot nearer to the front building line or nearer to the side street than the minimum set-back lines conveyed on the recorded plat unless said distance is modified by permission of the developer and/or HOA architectural committee. Should a waiver be granted by the developer and/or HOA architectural committee, lot owner is responsible for attaining any additional waiver or variance from Elizabethtown Planning and Development that would be in keeping with the city's building guidelines.
8. All buildings shall be constructed of brick, brick veneer, stone veneer, composite siding, or cement board unless otherwise approved by developer and/or HOA architectural committee.
9. All buildings shall be built with a roof pitch no less than 7/12 unless otherwise approved by the developer and/or HOA architectural committee. Roofs on all buildings shall be of asphalt architectural shingles. Standing seam metal or other roof materials MAY be allowed if they have the appearance of shingles, or if being used as a detail finish to add character or improve the aesthetics of the home – so long as it is approved by developer and/or HOA architectural committee in writing prior to installation.
10. No modular homes, A-frames, Berm (earth-sheltered), or prefabricated homes shall be permitted.
11. No structures of a temporary nature such as a trailer, basement, garage, barn, or other out-building shall be used on any lot at any time as a residence.

12. No noxious or offensive behavior will be tolerated upon any lot, including anything that may be an annoyance or nuisance to the neighborhood. No lot or dwelling shall be used for commercial activity of any kind. No animals including reptiles, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except for dogs, cats, or other household pets (meaning domestic pets traditionally recognized in the geographic area), provided that they are not maintained for any commercial or breeding purposes.
13. Fences MUST be approved by the developer and/or HOA architectural committee prior to installation and a fence plan may be requested showing the exact placement before approval is granted. No chain link fencing of any kind will be permissible.
14. Any and all plans to install a swimming pool must be approved by the developer and/or HOA architectural committee prior to installation. A scaled drawing showing the placement of the pool and/or any fencing may be requested before approval is granted. No above ground swimming pools will be permissible.
15. All driveways must be concrete and must be completed within three months from substantial completion of construction of the residence. Any and all city sidewalks conveyed on the subdivision plat must be poured in compliance with the city's standards. Said sidewalks must be poured and completed in its entirety within three months from substantial completion of construction of the residence.
16. Each lot owner is responsible for maintaining a clean jobsite during construction and NO DUMPSTERS WILL BE PERMITTED TO SET IN THE STREET. This is to help maintain safe driving conditions within the subdivision and to prevent damage to the streets. Should a portion of the street, including any section of city sidewalk or concrete curbing, become damaged during construction of any home on any lot, said lot owner shall be responsible for bearing the cost of repairs. This includes drainage structures and underground utilities.
17. Should a lot owner not begin construction of residence within (1) year of taking ownership, lot owner shall pour and complete all city sidewalks conveyed on the plat, in its entirety on said lot, and in compliance with the city's standards for city sidewalks. Upon an owner's failure to comply with this provision, the developer and/or HOA architectural committee may take such action as necessary to comply therewith, and the owner shall immediately, upon demands reimburse developer and/or HOA architectural committee or other performing party for all expenses incurred in so doing, together with interest thereon at six percent from the time such expenses are incurred, and the developer or other party shall have a lien on the lot and all improvements thereon until fully reimbursed for all expenses incurred.
18. All utility lines shall be underground from the property line to any structure.
19. Any and all sewer line clean-outs, gas meters, water meters or other yard structures should be made flush with the lawn so that it is not viewable from the street.
20. No automobile which is not in running condition shall be parked upon any lot or street, and each lot shall provide sufficient off-street parking, and no regular parking of automobiles upon the street shall be allowed. No trailer, truck, motorcycle, commercial vehicle, mobile camper, boat or any other vehicle shall be regularly kept on any lot unless it is housed in a garage or basement.
21. After the construction of a residence, the lot owner shall grade and sod on that portion of the lot between the front street and sidewalk and any areas to the curb of the abutting streets and maintain said area.
22. No signs of any kind shall be displayed to the public view on any lot except for signs advertising the property for sale or rent or signs used by a builder to advertise the property during the construction or sale unless approved by the HOA.

23. No lot shall be used to maintain as a dumping ground for rubbish, trash, or garbage.
24. All mailboxes shall be approved by the developer or HOA architectural committee.
25. Under the provisions of the Telecommunications Act of 1996 and the Over-the-Air Reception Devices Rule (OTARD Rule), satellite dishes are permitted, provided however that satellite dishes may not be installed where they are visible from the road, adjoining roads, or other property owners within the subdivision, unless said location is the only available location for such satellite dishes.
26. No flag poles of any kind will be permissible on any lot. United States of America Flags are permitted to be hung from the front of a home so long as the developer and/or HOA architectural committee has granted approval as to the exact placement. Approval of such placement shall not be unreasonably withheld and shall not conflict with the Freedom to Display the American Flag Act.
27. There shall be no coal-fired heating systems.
28. Each lot owner, with exception for the Developer and the owner of Lot 123, shall be subject to paying a yearly Homeowner's Association fee of \$200 which will be assessed upon execution and recording of these restrictions in the year they are recorded, and on January 1 of each year thereafter and **made payable to Briarwood Reserve HOA, at 1811 N. Dixie Avenue, Suite 104 --PMB 363; Elizabethtown KY 42701**. A return address will be included with the assessment. Once assessed, fees are due on 30-day terms and any "late notices" will include a \$25 late fee. Each passing month where there is no payment made, an additional \$25 will be added and after six months have passed, should payment not be received, a lien will be placed on the lot and any improvements thereon, and filed at the Hardin County Clerk's Office.
29. These covenants are to run with the land and shall be binding upon all parties claiming under them for a period of thirty years from the date these covenants are recorded in the Hardin County Clerk's office. The said covenants shall be automatically extended for successive periods of ten years unless otherwise agreed by a vote of the then owners of the majority of lots. These Restrictions may be amended during the initial 30-year term only by unanimous vote of the then owners of the lots. After the initial 30-year term, these Restrictions may be amended by a majority vote of the then owners of the lots.
30. The Developer reserves the right at their own discretion, to decide when a board should be appointed to take over maintenance of the HOA. At that point, the bank account and all responsibilities of the HOA shall be transferred over to a board representing the subdivision, and the developer shall be absolved of any and all responsibilities associated with the maintenance of the HOA including but not limited to – the maintenance of common areas, collection of dues, proper registration and filing of records with the Sec. of State's office, approval of plans, and enforcement of restrictions.

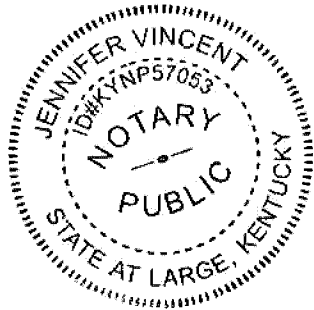
This the 1st day of March 2024.



Richard A. Teolis, Jr., Owner - Lot 116


Shelby K. Teolis, Owner - Lot 116

STATE OF KENTUCKY
COUNTY OF HARDIN

The foregoing document was subscribed, sworn and acknowledged before me, a Notary Public, by Richard A. Teolis, Jr. and Shelby K. Teolis, husband and wife, lot owners, this 1st day of March 2024.




Notary Public
My Commission Expires: 8/15/2026
Notary ID #: KYNP 57053

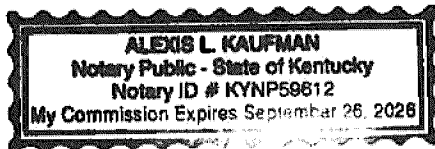
This the 11 day of March 2024.

Joan M. Wolf Revocable Trust Agreement
Owner – Lots 117 & 118

By: *Joan M. Wolf*
Joan M. Wolf, Trustee

STATE OF KENTUCKY
COUNTY OF HARDIN

The foregoing document was subscribed, sworn and acknowledged before me, a Notary Public, by Bruce Wolf, as Trustee of the Joan M. Wolf Revocable Trust Agreement, owner, this 11th day of March 2024.



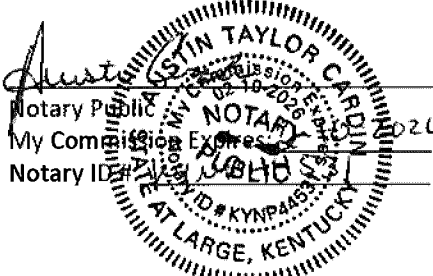
Alexis L. Kaufman
Notary Public
My Commission Expires: 9/26/26
Notary ID #: _____

This the 26 day of June 2024.


Matthew Moreman, Owner - Lot 119

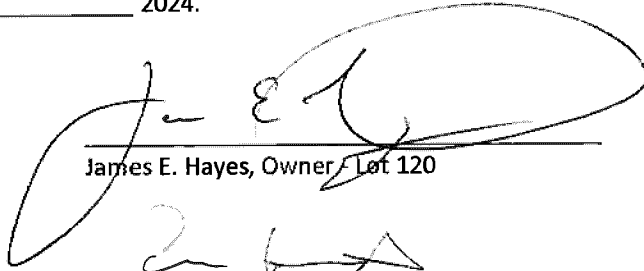
STATE OF KENTUCKY
COUNTY OF HARDIN

The foregoing document was subscribed, sworn and acknowledged before me, a Notary Public, by Matthew Moreman, lot owner, this 26th day of June 2024.

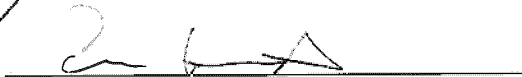

Notary Public
My Commission Expires 06/18/2026
Notary ID # KYNPA4531

Austin Taylor Cardin KYNP44531

This the 21 day of FEB 2024.



James E. Hayes, Owner - Lot 120



Susan K. Hayes, Owner - Lot 120

STATE OF KENTUCKY
COUNTY OF HARDIN

The foregoing document was subscribed, sworn and acknowledged before me, a Notary Public, by James E. Hayes and Susan K. Hayes, husband and wife, lot owners, this 21 day of FEBRUARY 2024.

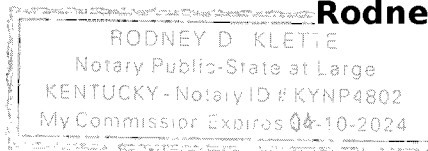


Notary Public

My Commission Expires: 4-10-2024

Notary ID #: KYNP4802

Rodney D. Klette



This the 5th day of April 2024.

James E. Welch
James E. Welch, Owner - Lot 121

Karen S. Welch
Karen S. Welch, Owner - Lot 121

STATE OF KENTUCKY
COUNTY OF HARDIN

The foregoing document was subscribed, sworn and acknowledged before me, a Notary Public, by James E. Welch and Karen S. Welch, husband and wife, lot owners, this 5th day of April 2024.

Melinda A. Lanham
Notary Public **Melinda A. Lanham**
My Commission Expires: NOV. 7, 2024
Notary ID #: KYNP101745



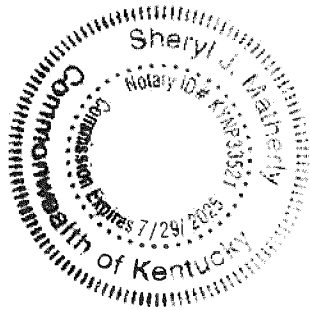
This the 19th day of February 2024.

Kenneth William Caple
Kenneth William Caple, Owner - Lot 122

Cynthia Marie Caple
Cynthia Marie Caple, Owner - Lot 122

STATE OF KENTUCKY
COUNTY OF HARDIN

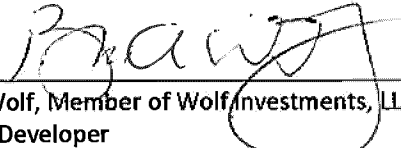
The foregoing document was subscribed, sworn and acknowledged before me, a Notary Public, by Kenneth William Caple and Cynthia Marie Caple, husband and wife, lot owners, this 19th day of February 2024.



Sheryl Mattherly
Notary Public KY NP 33521
My Commission Expires: 7/29/25
Notary ID #: KY NP 33521

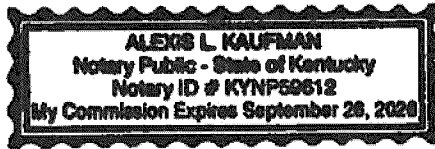
Sheryl J. Mattherly

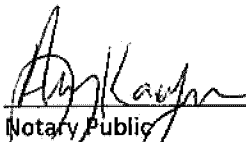
This the 11 day of March 2024.


Bruce Wolf, Member of Wolf Investments, LLC
Owner/Developer

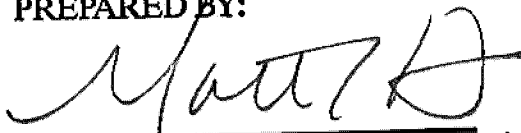
STATE OF KENTUCKY
COUNTY OF HARDIN

The foregoing document was subscribed, sworn and acknowledged before me, a Notary Public, by Bruce Wolf, who is a Member of Wolf Investments, LLC, owner/developer, this 11th day of March 2024.





Notary Public
My Commission Expires: _____
Notary ID #: _____

PREPARED BY:



BELL, HESS & VAN ZANT, PLC Matthew C. Hess
2819 Ring Road, P.O. Box 844
Elizabethtown, KY 42702

I, Brian D. Smith, County Clerk of Hardin County, Kentucky, hereby certify that the foregoing instrument has been duly recorded in my office.


By: PAM ELSWICK, dc