

# Miller's Crossing

## Home Owner's Association

Certificate of Existence

Articles of Incorporation

Declarations of Restrictions

Section I & II + Amendments

Plat Maps Section I & II

Email: [MillersXingHOA@hotmail.com](mailto:MillersXingHOA@hotmail.com)

Officers, Terms Expiring 2014:

Tom Reber, Pres.- Greg Roach, V.P. – Scott Kauffman, Sec'y/Treas.

0578482.09

dcornish  
RST

Alison Lundergan Grimes  
Kentucky Secretary of State  
Received and Filed:  
10/19/2012 3:13 PM  
Fee Receipt: \$145.00

**Commonwealth of Kentucky**  
**Alison Lundergan Grimes, Secretary of**

Alison Lundergan Grimes  
Secretary of State  
P. O. Box 718  
Frankfort, KY 40602-0718  
(502) 564-3490  
<http://www.sos.ky.gov>

**Certificate of Existence**

I, Alison Lundergan Grimes, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

**MILLER'S CROSSING HOMEOWNER'S ASSOCIATION, INC**

has eliminated all the grounds for dissolution, paid all fees and penalties owed to the Secretary of State, and met all other requirements for reinstatement. The effective date of reinstatement is October 19, 2012.

I further certify that MILLER'S CROSSING HOMEOWNER'S ASSOCIATION, INC is a corporation duly incorporated and existing under the laws of the Commonwealth of Kentucky, whose date of incorporation is February 9, 2004, and whose period of duration is perpetual.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 19<sup>th</sup> day of October, 2012.



*Alison Lundergan Grimes*

Alison Lundergan Grimes  
Secretary of State  
Commonwealth of Kentucky  
0578482

0578482.09

Deornish  
NAOI

Trey Grayson  
Secretary of State  
Received and Filed  
02/09/2004 3:29:13 PM  
Fee Receipt: \$8.00

ARTICLES OF INCORPORATION  
OF

MILLER'S CROSSING HOMEOWNER'S ASSOCIATION, INC.

I, the undersigned, a natural person over the age of eighteen, do hereby form a non profit corporation under the provisions of Chapter 273 of the Kentucky Revised Statutes the details of which are as follows:

1. *Name.* The name of the corporation shall be Miller's Crossing Homeowner's Association, Inc.

2. *Duration.* The duration of the corporation shall be perpetual.

3. *Definitions.* Definitions as used in these articles of Incorporation the following terms shall have the following meaning:

a. "Declaration" - Declaration shall mean any Declaration of Covenants and Restrictions as amended from time to time, affecting any portion of Miller's Crossing, Section I & II, located in Bullitt County, Kentucky.

b. "Tract"- Tract shall mean each subdivided lot in said subdivision or similar property, the owner of which shall be a member of the corporation pursuant to this Declaration.

4. *Purposes.* The corporation is organized as a non profit corporation for the purpose of promoting the social welfare and servicing the common good and the general welfare of the members of the corporation and to construct, operate, maintain, and repair any common areas, including roadways, whether owned by the corporation or not, and shall further be responsible for maintaining the entrances of the subdivision, collection

of dues, enforcing the restrictions for the development, and all other purposes to promote the common good of the subdivision and the members of this corporation.

5. *Powers.* In addition to all other powers the corporation may have pursuant to KRS 273, the corporation may exercise and enforce any right or privilege assigned to it under the Declaration, and assess, levy, and collect annual assessments against each tract as deemed necessary by the corporation. Multiple tracts owned by the same member(s) shall be combined and assessed as if one tract.

6. The corporation shall be managed by Four (4) trustees who serve as officers of the Corporation: President, Vice President, Secretary and Treasurer. Any member can serve as a Corporate Officer. The corporation shall hold an annual meeting for the election of Officers and conducting of other business. Owners of each tract shall have one (1) vote whether the tract is owned by an individual or jointly owned with another person. Multiple tracts owned by the same member(s) shall be combined and treated as if one tract. Singular shall include the plural when required.

7. No part of the corporation earnings shall be for the benefit of any individual or shareholder of the corporation. Should this corporation be dissolved, any assets of said corporation shall be divided equally among all of its members.

8. The principal address of the corporation is: 146 Frank E. Simon Avenue, Shepherdsville, KY 40165.

9. The principal name and address of the corporation's initial registered Agent shall be:

NAME

ADDRESS

George R. Miller

172 Peaceful Way, Shepherdsville, KY 40165

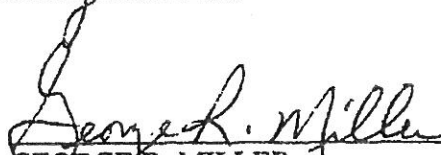
10. The number of trustees constituting the corporation's initial Board of Trustees shall be three (3), and the names and addresses of the persons who are to serve as the initial trustees are:

| NAME                | ADDRESS                                         |
|---------------------|-------------------------------------------------|
| George R. Miller    | 172 Peaceful Way, Shepherdsville, KY 40165      |
| Venessa Ratcliff    | 4800 Braves Lane, Louisville, KY 40272          |
| Jennifer Curtsinger | 459 Quail Hollow Road, Shepherdsville, KY 40165 |

11. The name and address of the sole incorporator is:

| NAME             | ADDRESS                                    |
|------------------|--------------------------------------------|
| George R. Miller | 172 Peaceful Way, Shepherdsville, KY 40165 |

IN WITNESS WHEREOF, the incorporator has signed these Articles of Incorporation this 30<sup>th</sup> day of February, 2004.

  
 \_\_\_\_\_  
 GEORGE R. MILLER

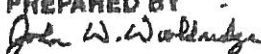
STATE OF KENTUCKY  
COUNTY OF BULLITT

Subscribed and sworn to before me, a Notary Public, in the state and county aforesaid, by George R. Miller, who personally appeared before me in state and county mentioned and acknowledged that the same was his free act and deed for the purposes therein stated.

IN TESTIMONY WHEREOF, witness my signature this the 30<sup>th</sup> day of February, 2004.

My commission expires: 7-16-2006

  
 \_\_\_\_\_  
 NOTARY PUBLIC, STATE AT LARGE, KY

PREPARED BY  
  
 JOHN W WOOLDRIDGE  
 ATTORNEY AT LAW  
 P.O. BOX 670  
 SHEPHERDSTVILLE, KY 40185

# Miller's Crossing

## Home Owner's Association

### Declarations of Restrictions

### Section I & Amendments

*Miller's Crossing*  
*Shepherdsville*

DECLARATION OF RESTRICTIONS FOR  
MILLER'S CROSSING, SECTION I

49306

THESE RESTRICTIONS, made this 13th day of May 1998, by Miller's Crossing, LLC, a Kentucky Corporation, of Shepherdsville, KY 40165, hereinafter referred to as "Declarant".

WITNESSETH: That the Declarant is the owner of property know as Miller's Crossing, Section I, which is of record in Deed Book 457, Page 424, and Plat Cabinet 2, Slide 319, in the office of the County Clerk of Bullitt County, Kentucky, and it is the intention of the Declarant to establish a general plan for the use, occupancy and enjoyment of the subdivision, and for the mutual benefit of its present owners, all lots therein shall be subject to the following restrictions:

1. All lots shall only be used for residential purposes.
2. All one-story residences must contain a minimum of 1800 square feet of living space, exclusive of garage, finished or unfinished basements, and open or enclosed porches.  
All two story or split level homes must contain a minimum of 2100 square feet of living space, exclusive of the garage, finished or unfinished basements, and open or enclosed porches.
3. All front exteriors of any walls of any building or garage shall be covered by brick, stone or siding to ground level and no stucco shall be visible after final grading.
4. All residences shall be served by a driveway of no less than 10 feet in width and all driveways shall be entirely constructed of asphalt or concrete. Any driveway constructed on a lot shall not interfere with natural drainage and if a culvert (15" minimum) is necessary to allow for proper flow of water, one shall be installed by the owner of the lot prior to the concreting or asphaltting of the driveway.
5. Each owner of a lot shall, within thirty (30) days after completion of house construction on their property, and before occupancy, install adjacent to the street right of way, a concrete sidewalk which shall be 36 inches in width and 4 inches in depth. Said sidewalk shall have expansion joints installed every 10 feet. The sidewalk provided for herein shall not be constructed in any manner which will impede water drainage from the lot. Any sidewalk constructed shall be parallel with the front property line and if the subject lot has a side line which is on a street, then the sidewalk must be constructed across the side of the property as well.
6. No fence or wall of any kind for any purpose shall be erected, placed or remain upon said premises nearer to any highway than the front building lines hereinafter established.
7. Grantor expressly reserves for itself, and its designee, the sole right to grant consents for the construction and operation of electric lights, telephone and telegraph pole lines, and conduits and gas lines and water lines in and upon any and all highways now existing or herein created, upon which any portion of said premises shall abut. No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Except the Developer or his agent may maintain a model home or temporary Sales Office on any lot for the purposes of selling Miller's Crossing lots only.
9. No farm animals such as cows, horses, goats, sheep, or like shall be raised, housed, fed or bred upon such property and said premises shall not be used for the purpose of raising for commercial purposes any other animals, including but not limited to, dogs or cats. All household pets must be restrained to their owners property.
10. Each lot subdivided and sold herein shall be subject to an annual maintenance charge of \$25.00 per lot per year, payable to the Developer or his assignees, the 1st day of each year succeeding the year in which said lot is purchased. A lien will be filed against the owner if the annual fee remains unpaid. Any lien herein imposed shall be subordinate to a first mortgage lien, and upon the sale or transfer of said property, the lien so filed shall be automatically subordinated to any first mortgage thereafter placed on the property by a new owner.
11. Only one (1) single family residence per lot based on the original plat.
12. All residents shall refrain from parking any vehicles either personal or business related on any roadway within the subdivision. No trailer, motorcycle, commercial vehicle, camper trailer, camping vehicle, or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot, (except in a garage), or on any street. No trailer, boat, truck or any other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year.

*See Deed Book 640 pages 537*  
*for Revised Restrictions*  
*from 7/1/98 by [unclear]*

*See Revised Restrictions for Deed Book 640 page 540*  
*from 7/1/98 by [unclear]*

13. Developer reserves the right to extend through any lots, roadways to adjacent property which may be developed by the Developers. This right may be assigned by the Developers if in writing.

14. Developer reserves the right to subdivide any lot existing in the subdivision if necessary for obtaining the necessary Health Department Permit for an on site sewage system. No other lots shall be subdivided without written approval of the Developer.

15. The rights reserved by the Developer to grant additional easements as set out in Paragraph 6, shall exist only through such time as the Developer owns the lot.

16. These Restrictions may be amended in writing by two thirds of the lot owners. Each lot shall be entitled to have one (1) vote.

17. These restrictions shall be deemed to run with the land, and shall be in full force and effect for twenty (20) years, and shall be automatically extended for ten (10) year intervals thereafter unless modified in writing.

18. As to the lien provided for Paragraph 9, it is further understood and agreed that the Developer shall not be required to contribute the annual maintenance fee as set out in the said paragraph unless the Developer has sold and repurchased a lot.

19. All garbage shall be collected at least once a week.

20. All lots must connect to the public water system when available.

21. The purchaser of any building lot (s) and their heirs, successors and assigns, shall be required before erecting any building or structure, to submit their plans and obtain approval in writing by the Developer or his appointee, and the approval of said plans will be at the sole discretion of the Developer and may be arbitrarily and unreasonably withheld. One (1) full set of plans will be provided for the Developer by the Buyer or Builder. Such plans will be signed by the Developer, as well as the lot owner or responsible party, and will remain in the possession of the Developer.

22. No clear cutting of trees shall be allowed on any lot as shown on the recorded plat.

23. Drainage culverts (15" minimum where necessary) need to meet City, County and/or State requirements. All culverts shall have brick or stone head wall, not to exceed the height of the driveway by more than 3". It is the individual owners responsibility to see that his/her lot drains properly to the designated drainage ditch/easement and does not drain onto any adjoining property owner other than where an easement or natural drainage exists. It is also the individual owner's responsibility to see that the yard is properly filled in and doesn't hold water. Property owners and builders will in no way block drainage of any property owners above them or back water up on anyone adjoining them. Swells will run on all property lines and it is the individual property owner's responsibility to keep them cleaned out so they drain properly. In order to establish swells, any lot owner has the right to grade on adjoining lots. It is the responsibility of the person doing the grading to repair any damage and re-establish sod or grass, etc. Furthermore, it is the owner's responsibility or the responsibility of the owner's contractor, to repair any damages done to the street. Any said damage is to be repaired within 30 days of occurrence. The Developer reserves the right to make necessary repairs and the cost of this will become a lien upon their property.

24. There is no time limit as to when home construction has to start after a lot is purchased as long as owner maintains lot in a presentable condition with grass not to exceed 12" in height. If Developer or Association has to mow, then they can charge and file a lien if necessary.

After construction of the home has begun, there will be a time limit of one year for completion of all construction including a concrete or paved driveway.

25. Any satellite dishes or antennas must be screened from view.

26. Mail boxes to be approved by Developer.



27. Each owner of a lot shall, at his 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, excepting only normal wear and tear.

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.

28. Each property owner's utility service lines (electric, telephone, cable) shall be underground throughout the length of service line from Salt River RECC point of delivery to the customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

The electric and telephone easements 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 Salt River RECC, Cable, and Telephone Company.

29. Prefabricated houses will not be permitted to be constructed on any lots in Miller's Crossing.

30. Should any swimming pool be placed upon the property the said pool shall be located in the rear yards and shall be screened by a privacy fence constructed entirely of wood, brick, chain-link or ornamental iron and not less than six feet in height.

31. Any owner shall have the right to enforce by any proceeding at law or in equity the within contained restrictions and the failure of any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

32. Invalidation of any one of these covenants or restrictions by a judgment of court shall in no way affect any other provisions which shall remain in full force and effect.

33. No portion of any lot in Miller's Crossing shall be used for ingress or egress to another lot or tract of land unless approved in writing by the Developer, but the Developer reserves the right to use any lot for ingress or egress to another lot of that tract of land. Developer reserves the right to grant ingress and egress easements across any lot.

34. Upon 50% of the lots being sold by the original Developer, the Developer shall appoint three (3) individuals who own property within this development. Each owner of a lot shall be a member, and each member shall be entitled to one vote. After the initial appointment, the Association shall meet annually on the 12<sup>th</sup> day of January of each year, or until they change said meeting time by majority vote. The maintenance assessment established herein shall be paid to the Association upon its initial inception and said Association shall maintain and keep records concerning the location of the bank wherein the funds are kept and records concerning any and all disbursements from said account. Each member shall be entitled to review these records upon request.

35. At each annual meeting, directors and or/officers shall be elected by the lot owners who shall serve for the succeeding one year period. Failure of the Association to hold elections and/or meetings shall not be a release of the assessments set out herein, which shall not be a release of the assessments set out herein, which shall continue to accrue. The Association shall further have the right to adopt any and all rules and regulations for the benefit of the property to which these restrictions apply.

BOOK 0470 PAGE 173

36. The restrictions contained herein are and shall be deemed to be covenants running with the land and shall be binding on all parties having any interest in any lot within the subdivision and all successors entitled thereto for a period of thirty (30) years from the date of recording of this instrument, after which date said restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of such thirty (30) year period, or any successive ten (10) year period, an instrument signed by a majority of the owners of lots within the subdivision has been recorded, releasing the restrictions or any particular one or more of them, provided however, at any time whatsoever, this Declaration of Restrictions or any provisions hereof may be modified, altered, or terminated upon the written consent of 80% in number of the owners of the lots. (Any person or party who owns more than one lot shall be deemed a separate owner for each lot that he/she owns).

IN TESTIMONY WHEREOF, witness the signature of the party the day and year first herein written.

MILLER'S CROSSING, LLC

BY: George R. Miller  
GEORGE R. MILLER of MILLER'S CROSSING, LLC, a Kentucky Corporation.

STATE OF KENTUCKY

COUNTY OF BULLITT

I, the undersigned, a Notary Public, within and for the State and County aforesaid, do hereby certify that on this day the foregoing RESTRICTIONS FOR MILLER'S CROSSING, LLC, SECTION I, was produced to me in said State and County and was signed, subscribed, sworn, acknowledged and delivered by GEORGE R. MILLER of MILLER'S CROSSING, LLC, a Kentucky corporation, party referred to as "Declarant", to be lawful act and deed of said corporation for the purposes therein stated.

WITNESS my hand this 9<sup>th</sup> day of December, 1998.

My commission expires: 7-3-01

[Signature]  
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

Instrument drafted by:

George R. Miller  
George R. Miller of MILLER'S CROSSING, LLC  
Shepherdsville, KY 40165

DEPT. OF REVENUE  
98 DEC -9 PM 2:47  
CLERK  
FEE PD ST. CLK. 1100

Return to Miller's Crossing  
Shep Ky 40165

81116 REVISED DECLARATION OF RESTRICTIONS FOR MILLER'S CROSSING SUBDIVISION SECTION I

It is necessary to amend the restrictions of Miller's Crossing Subdivision, Section I, previously recorded in Book 470 Page 171 in the office of the County Clerk of Bullitt County, Kentucky by agreement of two-thirds of the lot owners within the development in accordance with the recorded restrictions. It is hereby amended that no all-terrain vehicle, dirt bike, off-road vehicle of any kind, but not limited to all-terrain vehicle or all-terrain motorcycle or ultra-light airplane, shall be operated on any lot at any time. Such vehicles may only be stored on any lot if properly stored and may only be operated to minimal extent necessary to load such vehicle onto a trailer or truck in order to transport it to and from the lot.

This in no way changes any of the other provisions in the restrictions as recorded in Book 470 Page 171.

George R. Miller  
George R. Miller of Miller's Crossing LLC (Lots 1, 8, 16, 28, 32 and 35)

STATE OF KENTUCKY  
COUNTY OF BULLITT

I, the undersigned, a Notary Public, within and for the state and county aforesaid, do hereby certify that on this day the foregoing instrument was produced to me in said state and county, and was signed, subscribed, sworn, acknowledged, and delivered by each of the parties above in person, to be his or her lawful act and deed for the purposes therein stated.

WITNESS my hand this 26<sup>th</sup> day of October, 2004.

Virginia E. Ratajick 6-16-07  
NOTARY PUBLIC, STATE AT LARGE, KY

Kyle A. Combs  
Name  
Est 7 Inc  
Address

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address

STATE OF KENTUCKY  
COUNTY OF BULLITT

I, the undersigned, a Notary Public, within and for the state and county aforesaid, do hereby certify that on this day the foregoing instrument was produced to me in said state and county, and was signed, subscribed, sworn, acknowledged, and delivered by each of the parties above in person, to be his or her lawful act and deed for the purposes therein stated.

WITNESS my hand this 1<sup>st</sup> day of November, 2004.

Virginia E. Ratajick 6-16-07  
NOTARY PUBLIC, STATE AT LARGE, KY

BOOK 0640 PAGE 537

Return to  
P.O. Box 128  
Shepherdsville, KY 40165

MAILED TO:  
PREPARER

REVISED DECLARATION OF  
RESTRICTIONS FOR MILLER'S CROSSING SUBDIVISION  
SECTIONS I AND II

53315

It is necessary to amend the restrictions of Miller's Crossing Subdivision, Sections I and II, previously recorded in Book 470 Page 171 and Book 568 Page 056 in the office of the County Clerk of Bullitt County, Kentucky by agreement of two-thirds of the lot owners within the development in accordance with the recorded restrictions. It is hereby amended that each lot shall be subject to an annual maintenance charge of \$50.00 per lot per year, payable to the Developer or his assignees, on the day of closing the lot loan and on the 1<sup>st</sup> day of each year succeeding the year in which said lot is purchased. A lien will be filed against the owner if the annual fee remains unpaid. Any lien herein imposed shall be subordinate to a first mortgage lien, and upon the sale or transfer of said property, the lien so filed shall automatically be subordinated to any first mortgage thereafter placed on the property by a new owner. This new maintenance charge shall become effective on January 1, 2004. Thereafter, the Directors thus established as provided for in the recorded restrictions may, at their discretion, increase the annual maintenance charge, if necessary, by no more than 25% from the previous year's maintenance charge, without a two-thirds vote from the remaining lot owners. This in no way changes the requirement that a vote of two-thirds of the lot owner's is required to change any of the other provisions in the restrictions as originally recorded in the documents sited above in Book 470 Page 171 and Book 568 Page 056.

|                                                                                                                                                                                                                      |                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| <u>George R. Miller</u><br>George R. Miller of Miller's Crossing LLC (Lots 1, 8, 16, 17, 18, 28, 32, 35, 38, 40, 41, 42, 43, 45, 46, 52, 53, 54, 57, 66, 67, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 83) |                                      |
| <u>Patricia Robertson</u><br>Lot 51 mc                                                                                                                                                                               | <u>Jackie Robertson</u><br>Lot 51 mc |
| <u>Bruce W. Jones</u><br>Lot 65 mc                                                                                                                                                                                   | <u>Michelle Himes</u><br>Lot 49 mc   |
| <u>M. D.</u><br>Lot 34 mc                                                                                                                                                                                            | <u>James Howard</u><br>Lot 34 mc     |
| <u>Heather Bruce</u><br>Lot 72                                                                                                                                                                                       | <u>Patty Lowe</u><br>Lot 3 mc        |
| <u>Heather Bruce</u><br>Lot 62                                                                                                                                                                                       | <u>Patty Lowe</u><br>Lot 49 mc       |
| <u>Frank Holmes</u><br>Lot 44                                                                                                                                                                                        | <u>M. D.</u><br>Lot 44               |
| <u>Donna Edwards</u><br>Lot 36                                                                                                                                                                                       | <u>Shereca Edwards</u><br>Lot 36     |
| _____                                                                                                                                                                                                                | _____                                |
| _____                                                                                                                                                                                                                | _____                                |

# Miller's Crossing

## Home Owner's Association

### Declarations of Restrictions

### Section II & Amendments

23388

REVISED  
DECLARATION OF RESTRICTIONS FOR  
MILLER'S CROSSING, SECTION II

THESE RESTRICTIONS, made this 15<sup>th</sup> day of ~~March~~ 2002, by Miller's Crossing, LLC, a Kentucky Corporation, of Shepherdsville, KY 40165, hereinafter referred to as "Declarant".

WITNESSETH: That the Declarant is the owner of property know as Miller's Crossing, Section II, which is of record in Deed Book 457, Page 424 & 427, and Plat Cabinet 2, Slide 591, in the office of the County Clerk of Bullitt County, Kentucky, and it is the intention of the Declarant to establish a general plan for the use, occupancy and enjoyment of the subdivision, and for the mutual benefit of its present owners, all lots therein shall be subject to the following restrictions:

*An Amended Restrictions, See Deed Book 719 pgs 28 & covering by B. Miller or*

*For Amended Restrictions See Deed Book 719 pgs 28 & covering by B. Miller or*

1. All lots shall only be used for residential purposes.
2. All one-story residences must contain a minimum of 1800 square feet of living space, exclusive of garage, finished or unfinished basements, and open or enclosed porches.  
All two story or split level homes must contain a minimum of 2100 square feet of living space, exclusive of the garage, finished or unfinished basements, and open or enclosed porches.
3. All front exteriors of any walls of any building or garage shall be covered by brick, stone or siding to ground level and no stucco shall be visible after final grading.
4. All residences shall be served by a driveway of no less than 10 feet in width and all driveways shall be entirely constructed of asphalt or concrete. Any driveway constructed on a lot shall not interfere with natural drainage and if a culvert (15" minimum) is necessary to allow for proper flow of water, one shall be installed by the owner of the lot prior to the concreting or asphaltting of the driveway.
5. Each owner of a lot shall, within thirty (30) days after completion of house construction on their property, and before occupancy, install adjacent to the street right of way, a concrete sidewalk which shall be 36 inches in width and 4 inches in depth. Said sidewalk shall have expansion joints installed every 10 feet. The sidewalk provided for herein shall not be constructed in any manner which will impede water drainage from the lot. Any sidewalk constructed shall be parallel with the front property line and if the subject lot has a side line which is on a street, then the sidewalk must be constructed across the side of the property as well.
6. No fence or wall of any kind for any purpose shall be erected, placed or remain upon said premises nearer to any highway than the front building lines hereinafter established.
7. Grantor expressly reserves for itself, and its designee, the sole right to grant consents for the construction and operation of electric lights, telephone and telegraph pole lines, and conduits and gas lines and water lines in and upon any and all highways now existing or herein created, upon which any portion of said premises shall abut. No noxious or offensive activities shall be carried on or upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently. Except the Developer or his agent may maintain a model home or temporary Sales Office on any lot for the purposes of selling Miller's Crossing lots only.
9. No farm animals such as cows, horses, goats, sheep, or like shall be raised, housed, fed or bred upon such property with the exception of Lot 74 which may have up to eight (8) horses, either owned or boarded for others, on the lower portion of the lot, out of view from the main housing area, but said premises shall not be used for the commercial purpose of raising any other animals, including but not limited to, dogs or cats. All household pets must be restrained to their owner's property.
10. There will be a riding /walking trail easement along Floyd's Fork as shown on the recorded plat. This easement will be for the enjoyment and use of the individual lot owners of any lot in Section II that adjoins the Fork, as well as their invited guests. No littering or motorized vehicles will be allowed except as described below in paragraph 11.
11. There will be a 20' access easement following the existing gravel road between Lot 74 and 75 and overlapping the easement discussed in paragraph 10 above on Lots 68-74 only. This will be a dry-weather road only and used solely for the purpose of installing and maintaining the lateral field areas as designated by the Bullitt County Health Department for Lots 67, 68, 69, 70, 71, 72, 73 and 74. The property owners of the aforementioned lots will be jointly responsible for the maintenance and upkeep of this gravel road. If any property owner does not pay his/her portion, a lien may be placed on the property by the adjoining property owners. This is above and beyond the standard Association fee described in paragraph 12.

12. Each lot subdivided and sold herein shall be subject to an annual maintenance charge of \$25.00 per lot per year, payable to the Developer or his assignees, on the day of closing the lot loan and on the 1st day of each year succeeding the year in which said lot is purchased. A lien will be filed against the owner if the annual fee remains unpaid. Any lien herein imposed shall be subordinate to a first mortgage lien, and upon the sale or transfer of said property, the lien so filed shall be automatically subordinated to any first mortgage thereafter placed on the property by a new owner. However, these monies shall not be used for the maintenance or upkeep of the access road described in paragraph 11.

13. Only one (1) single family residence per lot based on the recorded plat.

14. All residents shall refrain from parking any vehicles either personal or business related on any roadway within the subdivision. No trailer, motorcycle, commercial vehicle, camper trailer, camping vehicle, or boat shall be parked or kept on any lot at any time unless housed in a garage or basement. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any lot, (except in a garage), or on any street. No trailer, boat, truck or any other vehicle, except an automobile, shall be parked on any street in the subdivision for a period in excess of twenty-four hours in any one calendar year.

15. Developer reserves the right to extend through any lots, roadways to adjacent property, which may be developed by the Developers. This right may be assigned by the Developers if in writing.

16. Developer reserves the right to subdivide any lot existing in the subdivision if necessary for obtaining the necessary Health Department Permit for an on site sewage system. No other lots shall be subdivided without written approval of the Developer.

17. The rights reserved by the Developer to grant additional easements as set out in Paragraph 6, shall exist only through such time as the Developer owns the lot.

18. These Restrictions may be amended in writing by two thirds of the lot owners. Each lot shall be entitled to have one (1) vote.

19. As to the lien provided for Paragraph 9, it is further understood and agreed that the Developer shall not be required to contribute the annual maintenance fee as set out in the said paragraph unless the Developer has sold and repurchased a lot.

*For Deed of Release See Record*

20. All garbage shall be collected at least once a week.

*See Deed Book 625 Page 1492*

21. All lots must connect to the public water system when available.

*Not a McCawley, Bullitt County Clerk  
By L. Thompson DC*

22. The purchaser of any building lot (s) and their heirs, successors and assigns, shall be required before erecting any building or structure, to submit their plans and obtain approval in writing by the Developer or his appointee, and the approval of said plans will be at the sole discretion of the Developer and may be arbitrarily and unreasonably withheld. One (1) full set of plans will be provided for the Developer by the Buyer or Builder. Such plans will be signed by the Developer, as well as the lot owner or responsible party, and will remain in the possession of the Developer.

23. No clear cutting of trees shall be allowed on any lot as shown on the recorded plat.

24. Drainage culverts (15" minimum where necessary) need to meet City, County and/or State requirements. All culverts shall have brick or stone head wall, not to exceed the height of the driveway by more than 3". It is the individual owner's responsibility to see that his/her lot drains properly to the designated drainage ditch/easement and does not drain onto any adjoining property owner other than where an easement or natural drainage exists. It is also the individual owner's responsibility to see that the yard is properly filled in and doesn't hold water. Property owners and builders will in no way block drainage of any property owners above them or back water up on anyone adjoining them. Swells will run on all property lines and it is the individual property owner's responsibility to keep them cleaned out so they drain properly. In order to establish swells, any lot owner has the right to grade on adjoining lots. It is the responsibility of the person doing the grading to repair any damage and re-establish sod or grass, etc. Furthermore, it is the owner's responsibility or the responsibility of the owner's contractor, to repair any damages done to the street. Any said damage is to be repaired within 30 days of occurrence. The Developer reserves the right to make necessary repairs and the cost of this will become a lien upon their property.

25. There is no time limit as to when home construction has to start after a lot is purchased as long as owner maintains lot in a presentable condition with grass not to exceed 12" in height. If Developer or Association has to mow, then they can charge and file a lien if necessary. After construction of the home has begun, there will be a time limit of one year for completion of all construction including a concrete or paved driveway.

26. Any satellite dishes or antennas must be screened from view.

27. Mail boxes to be approved by Developer.

28. Each owner of a lot shall, at his 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, excepting only normal wear and tear.

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.

29. Each property owner's utility service lines (electric, telephone, cable) shall be underground throughout the length of service line from Salt River RECC point of delivery to the customer's building; and title to the service lines shall remain in and the cost of installation and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

The electric and telephone easements 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 Salt River RECC, Cable, and Telephone Company.

30. Prefabricated houses will not be permitted on any lot in Miller's Crossing.

31. Should any swimming pool be placed upon the property, the said pool shall be located in the rear yard and shall be screened by a privacy fence constructed entirely of wood, brick, chain-link or ornamental iron and not less than six feet in height. All swimming pools must be in-ground pools; no above ground pools will be permitted.

32. Any owner shall have the right to enforce by any proceeding at law or in equity the within contained restrictions and the failure of any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

33. Invalidation of any one of these covenants or restrictions by a judgment of court shall in no way affect any other provisions that shall remain in full force and effect.

34. No portion of any lot in Miller's Crossing shall be used for ingress or egress to another lot or tract of land unless approved in writing by the Developer, but the Developer reserves the right to use any lot for ingress or egress to another lot of that tract of land. Developer reserves the right to grant ingress and egress easements across any lot.

35. Upon 50% of the lots being sold by the original Developer, the Developer shall appoint three (3) individuals who own property within this development. Each owner of a lot shall be a member, and each member shall be entitled to one vote. After the initial appointment, the Association shall meet annually on the 12<sup>th</sup> day of January of each year, or until they change said meeting time by majority vote. The maintenance assessment established herein shall be paid to the Association upon its initial inception and said Association shall maintain and keep records concerning the location of the bank wherein the funds are kept and records concerning any and all disbursements from said account. Each member shall be entitled to review these records upon request.

36. At each annual meeting, directors and or/officers shall be elected by the lot owners who shall serve for the succeeding one-year period. Failure of the Association to hold elections and/or meetings shall not be a release of the assessments set out herein, which shall not be a release of the assessments set out herein, which shall continue to accrue. The Association shall further have the right to adopt any and all rules and regulations for the benefit of the property to which these restrictions apply.





37. The restrictions contained herein are and shall be deemed to be covenants running with the land and shall be binding on all parties having any interest in any lot within the subdivision and all successors entitled thereto for a period of thirty (30) years from the date of recording of this instrument, after which date said restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the expiration of such thirty (30) year period, or any successive ten (10) year period, an instrument signed by a majority of the owners of lots within the subdivision has been recorded, releasing the restrictions or any particular one or more of them, provided however, at any time whatsoever, this Declaration of Restrictions or any provisions hereof may be modified, altered, or terminated upon the written consent of 80% in number of the owners of the lots. (Any person or party who owns more than one lot shall be deemed a separate owner for each lot that he/she owns).

IN TESTIMONY WHEREOF, witness the signature of the party the day and year first herein written.

MILLER'S CROSSING, LLC

BY: George R. Miller  
GEORGE R. MILLER of MILLER'S  
CROSSING, LLC, a Kentucky  
Corporation.

STATE OF KENTUCKY  
COUNTY OF BULLITT

I, the undersigned, a Notary Public, within and for the State and County aforesaid, do hereby certify that on this day the foregoing RESTRICTIONS FOR MILLER'S CROSSING, LLC. SECTION II, was produced to me in said State and County and was signed, subscribed, sworn, acknowledged and delivered by GEORGE R. MILLER of MILLER'S CROSSING, LLC, a Kentucky corporation, party referred to as "Declarant", to be lawful act and deed of said corporation for the purposes therein stated.

WITNESS my hand this 15<sup>th</sup> day of December, 2002.  
My commission expires: 6-15-03

William C. Ratchiff  
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

Owners of Record:

Patrick and Carla Robertson  
5409 Ray Mary Drive  
Louisville, KY 40272

Patrick Robertson Date  
Carla J. Robertson Date

STATE OF KENTUCKY  
COUNTY OF BULLITT

I, the undersigned, a Notary Public, within and for the State and County aforesaid, do hereby certify that on this day the foregoing Revised Restrictions for MILLER'S CROSSING, LLC. SECTION II, was signed, subscribed, sworn, acknowledged and delivered by Patrick and Carla Robertson, the only owners of record for Miller's Crossing other than the above mentioned corporation.

WITNESS my hand this 15<sup>th</sup> day of December, 2002.  
My commission expires: 6-15-03

William C. Ratchiff  
NOTARY PUBLIC, STATE AT LARGE, KENTUCKY

Instrument drafted by:

George R. Miller  
George R. Miller of MILLER'S CROSSING, LLC  
Shepherdsville, KY 40165

POB 128

BOOK 0568 PAGE 059

02 DEC 20 PM 3:31  
300-1100

REVISED DECLARATION OF  
RESTRICTIONS FOR MILLER'S CROSSING SUBDIVISION  
SECTION II

It is necessary to amend the restrictions of Miller's Crossing Subdivision, Section II, previously recorded in Book 568 Page 056 in the office of the County Clerk of Bullitt County, Kentucky by agreement of two-thirds of the lot owners within the development in accordance with the recorded restrictions. It is hereby amended that Paragraph 31 of the Subdivision Resrictions shall hereby be amended to state that above-ground pools will be permitted. However, such pools must be kept in a well-maintained state in that the pool must be kept neat and free from rust. Additionally, any pool must be within a fenced yard of at least 6' tall with a gate to be kept locked at all times when not in use.

This in no way changes any of the other provisions in the restrictions as recorded in Book 568 Page 056

William  
Merideth

William H. Merideth  
Name  
261 W. Miller's Crossing  
Address

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address

STATE OF KENTUCKY  
COUNTY OF BULLITT

I, the undersigned, a Notary Public, within and for the state and county aforesaid, do hereby certify that on this day the foregoing instrument was produced to me in said state and county, and was signed, subscribed, sworn, acknowledged, and delivered by each of the parties above in person, to be his or her lawful act and deed for the purposes herein stated.

WITNESS my hand this 14th day of August, 2008  
Kimberly D. Smith  
NOTARY PUBLIC, STATE AT LARGE, KY

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Address

STATE OF KENTUCKY  
COUNTY OF BULLITT

I, the undersigned, a Notary Public, within and for the state and county aforesaid, do hereby certify that on this day the foregoing instrument was produced to me in said state and county, and was signed, subscribed, sworn, acknowledged, and delivered by each of the parties above in person, to be his or her lawful act and deed for the purposes therein stated.

WITNESS my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE AT LARGE, KY

BK0719PG0042

Return to  
P.O. Box 128  
Stephensville, KY 40165

MAILED TO:  
PREPARER

REVISED DECLARATION OF  
RESTRICTIONS FOR MILLER'S CROSSING SUBDIVISION  
SECTIONS I AND II

53315

It is necessary to amend the restrictions of Miller's Crossing Subdivision, Sections I and II, previously recorded in Book 470 Page 171 and Book 568 Page 056 in the office of the County Clerk of Bullitt County, Kentucky by agreement of two-thirds of the lot owners within the development in accordance with the recorded restrictions. It is hereby amended that each lot shall be subject to an annual maintenance charge of \$50.00 per lot per year, payable to the Developer or his assignees, on the day of closing the lot loan and on the 1<sup>st</sup> day of each year succeeding the year in which said lot is purchased. A lien will be filed against the owner if the annual fee remains unpaid. Any lien herein imposed shall be subordinate to a first mortgage lien, and upon the sale or transfer of said property, the lien so filed shall automatically be subordinated to any first mortgage thereafter placed on the property by a new owner. This new maintenance charge shall become effective on January 1, 2004. Thereafter, the Directors thus established as provided for in the recorded restrictions may, at their discretion, increase the annual maintenance charge, if necessary, by no more than 25% from the previous year's maintenance charge, without a two-thirds vote from the remaining lot owners. This in no way changes the requirement that a vote of two-thirds of the lot owner's is required to change any of the other provisions in the restrictions as originally recorded in the documents cited above in Book 470 Page 171 and Book 568 Page 056.

George R. Miller  
George R. Miller of Miller's Crossing LLC (Lots 1, 8, 16, 17, 18, 28, 32, 35, 38, 40, 44, 42, 43, 45, 46, 52, 53, 54, 57, 66, 67, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 83)

Patrick Robertson  
Lot 54 mc

Bruce W. James Jr.  
Lot 65 mc

My Ho  
Lot 34 mc

Seaman Bruce  
Lot 72

Seaman Bruce  
Lot 62

Karen Holmes  
Lot 44

Daniel Edwards  
Lot 36

Jackie Robertson  
Lot 54 mc

Michelle Himes  
Lot 65 mc

James Bruce  
Lot 34 mc

Patty Lane  
Lot 2 mc

Patty Lane  
Lot 44 mc

Jo  
Lot 44

Shoreea Edwards  
Lot 36

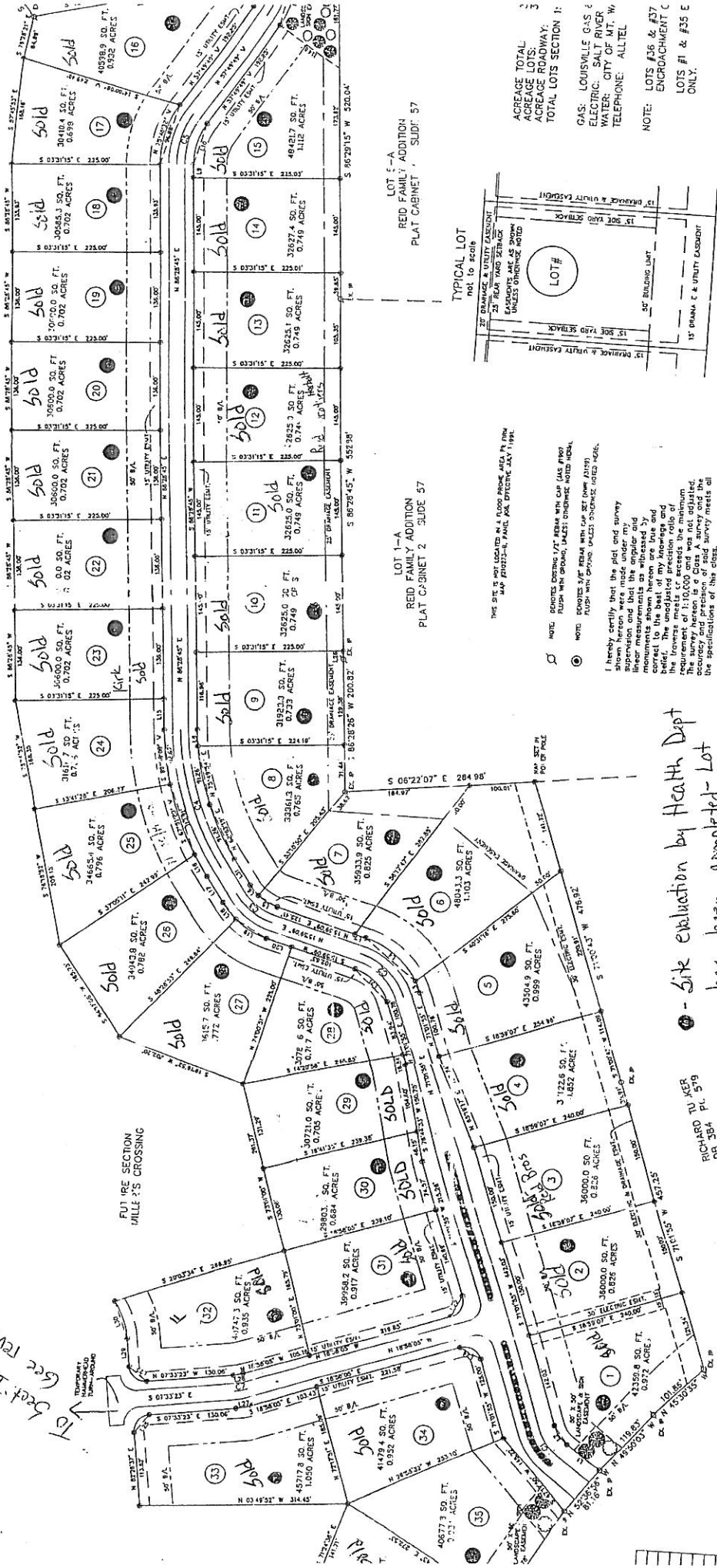
# Miller's Crossing

Home Owner's Association

Plat Maps Section I & II



to beat - II  
Get reverse



ACREAGE TOTAL: 494217 SQ. FT. 1.132 ACRES  
 ACREAGE LOTS: 33  
 ACREAGE ROADWAY: 1  
 TOTAL LOTS SECTION 1: 33

GAS: LOUISVILLE GAS & ELECTRIC  
 WATER: CITY OF MT. WASHINGTON  
 TELEPHONE: ALL TEL

NOTE: LOTS #36 & #37 ENCRUMBMENT C LOTS #1 & #35 E ONLY.

Deed 1  
 Deed 1

SCALE: 1" = 40'

LOT 1-A  
 REID FAMILY ADDITION  
 PLAT C-31NET 2 SLIDE 57

LOT 5-A  
 REID FAMILY ADDITION  
 PLAT C-31NET 1 SLIDE 57

TYPICAL LOT  
 not to scale

THIS SITE IS NOT LOCATED IN A FLOOD PRONE AREA PER THE 2007 FLOOD INSURANCE RATE MAP, EFFECTIVE JAN. 1, 1994.

NOTE: BOUNDARY CORNER 177 FEET WITH CUR (SEE #1707) RUNS WITH GROUND, PILES CHISELED INTO ROCK.

NOTE: BOUNDARY CORNER 177 FEET WITH CUR (SEE #1707) RUNS WITH GROUND, PILES CHISELED INTO ROCK.

I hereby certify that the plat and survey shown hereon were made under my personal supervision and that the angular and linear monuments shown hereon are correct to the best of my knowledge and belief. The unadorned precision rolls of the survey hereon are a Class A survey, and the preparation of said survey meets all the specifications of the rules.

Ned W. Roberts, PLS  
 date

SUBDIVISION PLAT FOR:

MILLER'S CROSSING, LLC

Site evaluation by Health Dept has been completed - Lot has an approved site for septic system

CERTIFICATE OF RESERVATION OF GAS EASEMENT

CERTIFICATE OF RESERVATION OF ELECTRIC & TELEPHONE EASEMENTS

(1) Electric and telephone easements shown on this plat shall be reserved and preserved in their original amount and shall be made by deed and no other writing of the grantor.

(2) Electric and telephone easements shown on this plat shall be reserved and preserved in their original amount and shall be made by deed and no other writing of the grantor.

(3) Electric and telephone easements shown on this plat shall be reserved and preserved in their original amount and shall be made by deed and no other writing of the grantor.

(4) Electric and telephone easements shown on this plat shall be reserved and preserved in their original amount and shall be made by deed and no other writing of the grantor.

(5) Electric and telephone easements shown on this plat shall be reserved and preserved in their original amount and shall be made by deed and no other writing of the grantor.

(6) Electric and telephone easements shown on this plat shall be reserved and preserved in their original amount and shall be made by deed and no other writing of the grantor.

(7) Electric and telephone easements shown on this plat shall be reserved and preserved in their original amount and shall be made by deed and no other writing of the grantor.

(8) Electric and telephone easements shown on this plat shall be reserved and preserved in their original amount and shall be made by deed and no other writing of the grantor.

(9) Electric and telephone easements shown on this plat shall be reserved and preserved in their original amount and shall be made by deed and no other writing of the grantor.

(10) Electric and telephone easements shown on this plat shall be reserved and preserved in their original amount and shall be made by deed and no other writing of the grantor.