

**RESTRICTIONS  
OF  
KENTUCKY ACRES, SECTION IV-3**

The undersigned, **LEE S. CLORE, Trustee, JOHN T. DUNCAN, Jr. Trustee, and BRUCE DUNCAN, Trustee**, do this 26<sup>th</sup> day of January, 2006 hereby adopt the following RESTRICTIONS FOR KENTUCKY ACRES, SECTION IV-3, Crestwood, Oldham County, Kentucky.

**WITNESSETH:**

The undersigned Trustees (John T. Duncan, Jr., and Bruce Duncan being successor Trustees to John T. Duncan, Sr.), being the owners/developer of all the lots in KENTUCKY ACRES, Section IV-3, situated near Crestwood, in Oldham County, Kentucky, do hereby adopt the following RESTRICTIONS AND COVENANTS, which RESTRICTIONS AND COVENANTS shall apply to all of the lots of said KENTUCKY ACRES, Section IV-3, as shown on Plat of same styled KENTUCKY ACRES, Section IV-3, which Plat is recorded in Plat Book 6, Page 84 of the Oldham County Court Clerk's Office as follows:

1. All tracts as shown on the Plat of KENTUCKY ACRES, Section IV-3, shall be used for residential purposes only, with no more than one (1) dwelling house designed for occupancy for a single family to be erected on any one (1) lot. No trailer, mobile home, double wide modular homes, basement, tent or shack, garage or outbuilding, or temporary structure shall be used as a residence or for residential purposes on said tract, and no structure shall be moved onto any parcel, unless it shall conform to the RESTRICTIONS herein set out. No

Trailer Court or Trailer Park may be allowed or established.

2. Residences erected on said lots shall contain the following minimum square feet of floor space:
- (a) Full two (2) story residence, 1000 square feet on the main floor, not including garage, breezeway or porches.
  - (b) One (1) floor plan residence, 1400 square feet on the main floor, not including garage, breezeway or porches.
  - (c) Bi-level floor plan residence, 1200 square feet on the main floor, not including garage, breezeway or porches.
  - (d) Tri-level floor plan residence, 1750 square feet, combined total of the three (3) levels, not including garage, breezeway or porches.
  - (e) One and one-half (1 ½) story floor plan residence, 1200 square feet on the main floor, not including garage, breezeway or porches.
  - (f) A-Frame residence, 1200 square fee on main floor, not including garage, breezeway or porches.

The developer reserves the right to approve or disapprove any type residence not covered under the above floor plans.

3. (a) Each property owner's electric utility service lines shall be underground throughout the length of service line from Louisville Gas and Electric's point of delivery to customer's residence/building; and title to the service lines shall remain in and the cost of the 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 service liens to LG&E'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 consent in writing of Louisville Gas and Electric Company and Bell South Telephone Company.

- (b) Easements for overhead electric transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all spaces (including park, open and drainage space area) outlined by dash lines and designated for underground and overhead facilities as shown on the recorded Subdivision Plat.

Aboveground electric transformers and pedestals may be installed at appropriate points in any electric easement. In consideration of LG&E bringing service to the property shown on the Plat, it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

- (c) The foregoing restrictions shall be covenants running with the land for the benefit of the Louisville Gas and Electric Company and Bell South Telephone Company and shall not be released or modified without the express consent in writing of these companies.

4. All roofs of residences and outbuildings must have a minimum of a 6/12 roof pitch.
5. All houses must be completed within one year from date construction begins.
6. None of said lots shall be divided or diminished in size except in conjunction with an adjacent lot. Any such change shall also be subject to the approval of the Oldham County Planning and Zoning Commission.
7. If garages, barns or any other out-buildings are constructed of concrete block, they must be veneered with brick, stone, wood, or any combination thereof, or materials approved by developer.
8. Residences erected shall have exterior walls of brick, brick veneer, stone, stone veneer, stucco, clapboard, aluminum siding, approved plywood, log, wood siding or any other combination thereof. Use of any other materials shall first meet with approval of the developer or its assigns. The exterior building material of all structures shall extend to ground level.



9. The front walls of all residences, including bays and porches, shall be at least fifty (50) feet from the front lot line. All side walls of all residences, garages, breezeways and porches must be at least twenty (20) feet from the side property line. Variances sought through the Oldham County Planning and Zoning Commission shall not release this restriction unless the developer also approves of same. Such approval shall be at the sole discretion of the developer, its successors or assigns.
10. No noxious or offensive conditions or activities shall be permitted or carried on upon any property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any inoperative car, truck, tractor or any other inoperative vehicle be allowed on said premises.
11. No commercial advertising shall be allowed within the subdivision, except that one sign for advertising the sale or rent of the property shall be permitted. This restriction, however, shall not apply to contractors who are constructing residences, subcontractors working on any of the lots, or financial institutions actually financing the construction of the project, during the period of construction.
12. All fences must be of wire, hedge or picket (wood) to be spaced the width of the picket; board fences are permitted; none of the fences are to be over four and one-half (4-1/2) feet in height except posts, and shall be of open construction. No chain link fencing shall extend forward beyond the front line of the residence situated on that lot. All fences must be approved by the developer, its designated committee or assigns. No fence shall be closer to the front lot line than the front wall of the residence, unless otherwise approved by developer. Approval shall be at the sole discretion of developer, its successors or assigns.
13. No horses, cattle, swine, goats or sheep shall be kept on any of the lots. No pen or kennel for commercial purposes shall be permitted on any lot.
14. Outbuildings are permitted; however, the plans and location of same on the lot is subject to the prior approval of developer, its successors or assigns as to architectural design, material and location.
15. The purchaser of each lot agrees that he will not permit the use of said lot, nor sell any portion thereof, for a passageway leading from the road to any adjoining property.
16. The developer or its successors or assigns reserves the right to approve or disapprove the architectural design and plans and location of any residence, and/or outbuilding, and said

plans shall be submitted to the developer or its authorized agent for written approval prior to the commencement of construction.

17. All driveways must be properly constructed of crushed stone, concrete or blacktop and must be kept in good repair; culverts of proper size must be installed prior to commencement of construction, when it is required by Planning and Zoning.
18. It is further understood and agreed that all lots purchased in Section IV-3 shall be assessed by the developer annually for the maintenance of said roads beginning July 1, 2006, in the amount of one hundred (\$100.00) dollars per lot per annum. Said funds are to be applied to the maintenance of those roads. Any increase in the road maintenance assessment can be made by 51% vote of the lot owners and the written approval of the developer, its successors, or assigns. The proceeds from said annual maintenance charge shall be expended at the discretion of the developer, its successors or assigns. The foregoing annual charge shall constitute a lien but shall be second and inferior to any valid FIRST MORTGAGE or VENDOR'S LIEN against any lot, and the developer does hereby subordinate the same. The developer is excluded from paying any road maintenance fee. It is understood and agreed that the aforementioned assessment will continue until the maintenance of said road is assumed by Oldham County or some other public authority. If same shall occur, the maintenance payment may be adjusted by developer, its successors or assigns, considering the exact assumption of the burden by the agency and considering the obligation to maintain any roadways.
19. HOMEOWNER'S ASSOCIATION: There is hereby created the Kentucky Acres Homeowner's Association (the "Association"). Every owner of a lot in Kentucky Acres, Section IV-3 shall be a member of the Association, and automatically by acceptance of a Deed for any lot agrees to accept membership in, and does thereby become a member of the Association. This organization shall administer the road maintenance fund as established in Item 18 if assigned such responsibility by developer and/or shall administer the assessments or fees for the street lighting, watering systems, landscaping and general beautification and maintenance of the common areas and right-of-ways as further stated in Item 20 herein. Members shall abide by any by-laws, rules and regulations which may be properly enacted, and shall pay any fees or assessments as are established. Any existing road fund or other assessment as provided for by these Restrictions may be transferred to the Association. Additionally, said Association may assess its own fees for those Items as stated in Item 20 herein to properly cover the necessary expenses for same. Said association should determine on or before July 1, 2006, whether it will operate as a separate association or combine with a similar association which may already exist for other sections of Kentucky Acres



Subdivision. The association may also allow owners of lots in any future sections of Kentucky Acres to become members of the Association. It is understood that all such assessments or fees, except as is designated strictly for the maintenance of the roads/easement under Item 18, shall be used for the landscaped areas or maintenance of the common areas in the subdivision of Kentucky Acres, Section IV-3, as well as all other right-of-ways and common areas of the Kentucky Acres development for all such sections for which the Association or combined/merged Association is responsible. Members of the Association shall have one vote per lot as shown on the recorded Plat of the subdivision, provided however, that such vote is subject to any limitation and rules as established by the Association. In the event any lot may be owned by more than one person or entity, it shall be their responsibility to determine how the one vote will be cast.

The objective and purpose of the Association shall be to promote the general welfare and serve the common good of its members, and may include maintenance and repair of streets, lights, watering systems, sidewalks, storm drains entrances, performance of snow removal, beautification and the acceptance of any open space for the purposes of operation, maintenance, protection and repair.

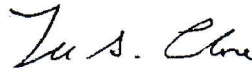
20. **STREET LIGHTING AND OTHER COMMON FACILITIES:** Developer shall have the right to install and otherwise make available such common facilities and services as required by any governmental agency or which it may deem reasonable and necessary or desirable for the general health, safety, welfare or convenience of the members. Such common facilities may include, but not be limited to, street lighting, entrance lighting, watering systems, street signs, flowers, shrubbery and maintenance of same. The developer, its successors or assigns, when appropriate, may establish such assessment as deemed necessary to cover the maintenance and use of such facilities or items which may be or have been placed in Kentucky Acres. The foregoing charges as well as any assessments listed in Item 18 shall constitute a lien on each lot until paid. However, this lien shall be second and inferior to any valid first mortgage or vendors lien against any lot, and Developer hereby subordinates same.

All assessments or fees (including those outlined in Item 18 assessed by any Homeowners Association) not paid when due, shall bear interest at the legal rate as provided by law. All such fees shall be for the calendar year and shall be prorated upon a monthly basis.

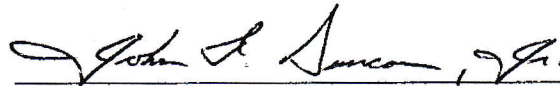
21. All lots shall be properly maintained and shall be mowed at least twice a year. If an owner fails to mow the lot, the developer reserves the right to mow same and to charge the owners a reasonable charge for same but not less than \$35.00 per mowing. The developer reserves

- the right to approve or disapprove the general appearance and condition of any lot.
22. There shall be no hunting or discharging of any firearms allowed or permitted on any developed or undeveloped lot in Kentucky Acres.
  23. No more than two cats and two dogs shall be permitted per residence. In the event that any dog or cat gives birth to pups or kittens, the number shall be reduced to comply with this restriction within a reasonable period of time.
  24. The owners of any lot, as well as the developer and homeowners' association, may enforce these RESTRICTIONS and COVENANTS by proper legal proceedings, and the invalidation of any one or more of these RESTRICTIONS and COVENANTS, or any part thereof, by Judgement and Order of any Court, shall not effect the other RESTRICTIONS and COVENANTS which shall remain in full force and effect as herein provided. If associations are combined, it is understood that such combined association shall have the right to enforce these restrictions for any of the property represented by such association.
  25. Any of the above restrictions may be changed upon approval of 51% of the lot owners and the written approval of the developer, its successors or assigns.

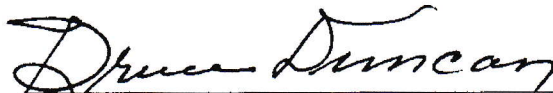
WITNESS the signatures of the party hereto, the date and year first above written.



\_\_\_\_\_  
LEE S. CLORE, Trustee



\_\_\_\_\_  
JOHN T. DUNCAN, JR., Trustee



\_\_\_\_\_  
BRUCE DUNCAN, Trustee

STATE OF KENTUCKY )  
 )  
COUNTY OF OLDHAM )

I, the undersigned Notary Public, in and for the above stated State and County do hereby certify that the foregoing instrument of writing was on this day produced to me in said State and County and was signed, acknowledged and delivered by LEE S. CLORE and JOHN T. DUNCAN, JR., Trustee, and BRUCE DUNCAN, Trustee, to be their free act and voluntary deed.

Witness my hand this 1<sup>th</sup> day of January, 2006  
My commission expires 3/20/2007

  
NOTARY PUBLIC, STATE OF KENTUCKY  
AT LARGE

PREPARED BY:



LEE S. CLORE, TRUSTEE  
JOHN T. DUNCAN, JR., TRUSTEE  
BRUCE DUNCAN, TRUSTEE  
P.O. BOX 37  
CRESTWOOD, KENTUCKY 40014

DOCUMENT NO: 344288  
RECORDED ON: JANUARY 26, 2006 02:32:02PM  
TOTAL FEES: 122.00  
COUNTY CLERK: ANN B BROWN  
COUNTY: OLDHAM COUNTY  
DEPUTY CLERK: NANCY DONNER  
BOOK R9 PAGES 225 - 232