

For Assignment  
See deed bk 250 Page 150

RESTRICTIONS

OF

Book No. 3 page 182

KENTUCKY ACRES, SECTION ONE

BOOK No. 176 page 10

The undersigned, LEE S. CLORE and JOHN T. DURCEN, Trustees, on this 3 day of April, 1978 hereby adopt the following RESTRICTIONS for KENTUCKY ACRES, Section One, Crestwood, Oldham County, Kentucky.

WITNESSETH: The undersigned Trustees, being the owners of all the in KENTUCKY ACRES, Section One, 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 One, as shown on the Plat of same styled KENTUCKY ACRES, Section One, which Plat is recorded in Plat Book 3, Page 127 ~~Vol. 13~~ of the Oldham County Court Clerk's Office, as follows:

1. All tracts as shown on the Plat of KENTUCKY ACRES, Section One, shall be used for residential purposes only, with no more than (1) one dwelling house designed for occupancy for a single family to be erected on any one (1) lot. No trailer, mobile home, 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. 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:

1. Full two (2) story residence, 1000 square feet on the main floor, not including garage, breezeway and porches.
2. One (1) floor plan residence, 1400 square feet on the main floor, not including garage, breezeway and porches.
3. Bi-level floor plan residence, 1200 square feet on the main floor, not including garage, breezeway and porches.
4. Tri-level floor plan residence, 1750 square feet, combined total of the three (3) levels, not including garage, breezeway and porches.
5. One and one-half (1½) story floor plan residence, 1200 square feet of the main floor, not including garage, breezeway and porches.
6. A-frame residence, 1200 square feet on main floor, not including garage, breezeway and porches.
7. The developer reserves the right to approve or disapprove any type residence not covered under the above floor plans.

All houses must be completed within one year from date construction begins.

3. None of said lots shall be divided or diminished in size unless the same shall be used with an adjacent lot for the purpose of constructing one dwelling thereon.

If garages, barns or any other out-buildings are constructed on a concrete block, they must be veneered with brick, stone, wood, or any other material thereof, or materials approved by developers.

Residences erected shall have exterior walls of brick, brick stone, stone veneer, stucco, clapboard, aluminum siding, approved wood, log, wood siding or any other combination thereof. Other materials must first meet the approval of the developers or their assigns.

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. Lot #1 shall have a driveway from Commonwealth Drive only.

All driveways must be properly constructed of crushed stone, concrete or blacktop and must be kept in good repair; culverts must be installed, where necessary, to prevent improper flow.

The developers or their assigns reserve the right to approve or disapprove the architectural plans and location of any residence, and/or any other building. All such plans shall be submitted to the developer or their authorized agent for written approval prior to the commencement of construction.

All fences must be of wire, hedge or picket (wood) to be the same width as the picket; board fences are permitted; none of the fences are to be over four and one-half (4½) feet in height except posts, which may be of any height. No chain link fencing shall extend forward beyond the front line of residence. All fences must be approved by the developer or a designated committee.

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, including any inoperative car, truck, tractor or any other inoperative vehicle. No vehicles shall be allowed on said premises.

No commercial activity or advertising shall be allowed.

No swine, goats or sheep shall be kept on any of the lots. A kennel shall be permitted on any lot for commercial purposes. No more than three (3) dogs are permitted not to exceed one per acre. However, three (3) dogs and larger may have horses and cattle, not to exceed a total of one (1) per acre.

A barn is permitted to properly house the animals; however, the location of same on the lot is to be approved by developers, as to architectural design, material and location.

All lots shall be properly maintained and shall be mowed twice (2) a year. If an owner fails to mow the lot, the developers reserve the right to mow same and to charge the owners the cost of mowing. The developers reserve the right to approve or disapprove the general appearance and condition of any lot.

The purchaser of each lot agrees that he will not permit the use of the lot, nor sell any portion thereof, for a passageway leading to a road to any adjoining property.

It is further understood and agreed that all lots purchased in Section 1 shall be assessed by the developer annually for the maintenance of said roads beginning January 1, 1979, in the amount of forty (\$40.00) Dollars. The said sums shall be applied to the maintenance of said roads. Any assessment in the Road Maintenance assessment can be made by 51% vote of the owners. The proceeds from said annual maintenance charge shall be expended at the discretion of the developer, its successors or assigns. The annual charge shall constitute a LIEN on each lot until paid, and this LIEN shall be second and inferior to any valid subsequent mortgage or VENDOR'S LIEN against any lot, and the developer does hereby warrant the same. It is understood and agreed that the aforementioned assessment will continue until the maintenance of said roads is assumed by the County or some other Public Authority.

17. All the RESTRICTIONS and PROVISIONS herein shall be deemed to be COVENANTS running with the land and binding upon the parties hereto, their heirs, assigns and successors and to each purchaser of said tract, his heirs, successors and assigns, and shall be in full force and effect from the date of execution of same by the parties hereto, EXCEPT that any changes in the RESTRICTIONS may be made by 51% vote of the lot owners.

18. The owners of any lot, as well as the developer, 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.

WITNESS the signatures of the parties hereto, the date first above written.

PLAT APPROVED  
AS SUBMITTED  
Oldham County Planning  
and Zoning Commission  
*Charles Brown*  
DATE: 5/4/78

*Lee S. Clore*  
\_\_\_\_\_  
LEE S. CLORE, Trustee

*John T. Duncan*  
\_\_\_\_\_  
JOHN T. DUNCAN, Trustee

State of Kentucky )  
                          ) SS  
County of Oldham )

I, the undersigned Notary Public, in and for the State and County aforesaid, 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 I. Duncan, Trustees, to be their free act and voluntary deed.

WITNESS my hand this 3 day of April, 1978.

My commission expires: June 23 1981

*Paul R. Harrod*  
\_\_\_\_\_  
Notary Public  
Oldham County, Kentucky

This instrument prepared by:  
*Raymond R. Roelandt*  
\_\_\_\_\_  
Raymond R. Roelandt  
Attorney at Law  
Stewart, Connelly & Roelandt  
Crestwood Shopping Center  
Crestwood, Kentucky 40014

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PAGE 10  
REC'D MAY - 4 AM 10:14  
CLERK  
OLDHAM COUNTY CLERK  
*Masha R. [Signature]*