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RESTRICTIONS
OF
KENTUCKY ACRES, SECTION III

The undersigned, LEE S. CLORE and JOHN T. DUNCAN, Trustees, do this 30th day of NOVEMBER, 1993 hereby adopt the following RESTRICTIONS for KENTUCKY ACRES, Section III, Crestwood, Oldham County, Kentucky.

W I T N E S S E T H:

The undersigned Trustees, being the owners of all the lots in KENTUCKY ACRES, Section III, 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 III, as shown on the Plat of same styled KENTUCKY ACRES, Section III, which Plat is recorded in Plat Book 5, Page 37, of the Oldham County Court Clerk's Office, as follows:

1. All tracts as shown on the Plat of KENTUCKY ACRES, Section III, 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 and porches.

- c. Bi-Level floor plan residence, 1200 square feet on the main floor, not including garage, breezeway and porches.
 - d. Tri-Level floor plan residence, 1750 square feet, combined total of the three (3) levels, not including garage, breezeway and porches.
 - e. One and one-half (1 1/2) story floor plan residence, 1200 square feet of the main floor, not including garage, breezeway and porches.
 - f. A-frame residence, 1200 square feet on main floor, not including garage, breezeway and porches.
 - g. The developer reserves the right to approve or disapprove any type residence not covered under the above floor plans.
3. All houses must be completed within one year from date construction begins.
 4. 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.
 5. 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 developers.
 6. 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. Other materials shall meet the approval of the developers or their assigns. The exterior building material of all structures shall extend to ground level.
 7. 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.
 8. 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.
 9. No commercial activity or advertising shall be permitted.
 10. 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 of open construction. No chain link fencing shall extend forward beyond front line of residence. All fences must be approved by the developer or their designated committee. No fence to be closer to the front lot line than the front wall of the residence.

11. No horses, cattle, swine, goats or sheep shall be kept on any of the lots. No pen or kennel shall be permitted on any lot for commercial purposes.
12. An outbuilding is permitted; however, the plans and location of same on the lot is to be approved by developers, as to architectural design, material and location.
13. 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.
14. The developers or their assigns reserve 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 developers or their authorized agent for written approval prior to the commencement of construction.
15. 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, when it is required by Planning and Zoning, before home construction begins.
16. It is further understood and agreed that all lots purchased in Section III shall be assessed by the developer annually for the maintenance of said roads, beginning January 1, 1994, in the amount of one hundred (\$100.00) dollars per lot, said sums shall be applied to the maintenance of said roads. Any increase in the road maintenance assessment can be made by 51% vote of the lot owners and the written approval of the developers, his 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 on each lot until paid; however, this LIEN shall be second and inferior to any valid subsequent 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.
17. HOMEOWNERS ASSOCIATION: There is hereby created the Kentucky Acres Homeowners Association (the "Association"). Every owner of

a lot in Kentucky Acres, Section III 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 16 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 18 herein. Members shall abide by any By-Laws, rules or regulations which may be properly enacted by the Association, and shall pay any fees or assessments as are properly 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 18 herein to properly cover the necessary expenses for same. The Association shall also allow owners of lots in the first two sections of Kentucky Acres and any future sections to become members of the Association and may combine their Association with any such association or group set up for that function. It is understood that all such assessments or fees, except as is designed strictly for the maintenance of the roads under Item 16, shall be used for the landscaped areas or maintenance of the common areas in the subdivision of Kentucky Acres, Section III, as well as all other right-of-ways and common areas of Kentucky Acres if those organizations have joined with this Association or if otherwise proper. 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 limitations 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 the residents of Kentucky Acres Section III and all other sections who may join with the Association or as otherwise proper, and may include maintenance and repair of streets, lights, watering systems, sidewalks, storm drains, entrances, performance of snow removal, and the acceptance of any open space for the purpose of operation, maintenance, protection and repair.

18. 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 they may deem reasonable and necessary for the general health safety, welfare or convenience of the residents and owners of Kentucky Acres, Section III and if appropriate, any other sections of Kentucky Acres including those which may be subsequently developed. Such common facilities may include, but not be limited to, street lighting, entrance lighting, watering

systems, street signs, flowers, shrubbery and the maintenance of same. The developers, their 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, Section 1, 2 and 3 and all further sections of Kentucky Acres. The foregoing charges as well as any assessments listed in Item 17 shall constitute a lien on each lot until paid. However, this lien shall be second and inferior to any valid first mortgage or vendor's lien against any lot, and the developers hereby subordinate same.

All assessments or fees (including those outlined in Item 17 assessed by any Homeowners Association) not paid when due, shall bear interest at the legal rate as provided by law.

- 19. All lots shall be properly maintained and shall be mowed at least twice a year. If an owner fails to mow the lot, the developers reserve the right to mow same and to charge the owners \$25.00 per mowing. The developers reserve the right to approve or disapprove the general appearance and condition of any lot.
- 20. There shall be no hunting or discharging of any firearms allowed or permitted on any developed or undeveloped lot in Kentucky Acres.
- 21. 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.
- 22. 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.

- 23. Any of the above restrictions may be changed upon approval of 51% of the lot owners and the written approval of the developers, his successors or assigns.

J.T.D.

Lee S. Clore

LEE S. CLORE, Trustee

John T. Duncan Sr
JOHN T. DUNCAN, SR., Trustee

