

R E S T R I C T I O N S

O F

KENTUCKY ACRES, SECTION II

The undersigned, LEE S. CLORE and JOHN T. DUNCAN, SR., Trustees, do this 1 day of February, 1989, hereby adopt the following as RESTRICTIONS for KENTUCKY ACRES, SECTION II, 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 II 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 II, as shown on the Plat of same styled KENTUCKY ACRES, SECTION II which Plat is recorded in Plat Book _____, Page _____, of the Oldham County Court Clerk's Office, as follows:

1. All tracts as shown on said Plat in said KENTUCKY ACRES, SECTION II shall be used for residential purposes only, with no more than one dwelling house designed for occupancy by a single family to be erected on any one 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 out. No Trailer Court or Trailer Park may be allowed or established.
2. Residence erected on 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, and porches.
 - b. One and one-half (1 1/2) story floor plan residence, 1200 square feet on the main floor, not including garage, breezeway and porches.
 - c. One (1) floor plan residence, 1400 square feet on the main floor, not including garage, breezeway and porches.
 - d. Bi-level floor plan residence, 1200 square feet, not including garage, breezeway and porches.
 - e. Tri-level floor plan residence, 1750 square feet, combined total of the three levels, not including garage, breezeway and porches.
 - f. "A" frame residence shall contain a minimum of 1200 square feet on the main floor not including garage, breezeway and porches.
 - g. The developer reserves the right to approve or disapprove any type of residence not covered under the above floor plans.

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

3. None of the 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.
4. Residences erected shall have exterior walls of brick, brick veneer, stone, stone veneer, stucco, clapboard, approved plywood, log, aluminum siding, wood siding or any combination thereof. Other materials shall first meet the approval of the developers or their assigns. The exterior building material of all structures shall extend to ground level.
5. If garages, barns or any other outbuildings are constructed of concrete block, they must be veneered with brick, stone, wood, log, aluminum siding, vinyl or any combination thereof, or materials approved by the developers.
6. 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 residences, garages, breezeways and porches shall be at least twenty (20) feet from the side property line.
7. 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.
8. No commercial activity or advertising shall be permitted.
9. All fences must be of wire, hedge, or picket (wood) to be spaced the width of picket; board fences are permitted; none of the fences are to be over four and one-half 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.
10. No horses, cattle, swine, goats or sheep shall be kept on any of the lots. No pen or kennels shall be permitted on any lot for commercial purposes.
11. An outbuilding is permitted; however, the plans and location of same on the lot are to be approved by the developers, as to architectural design, material and location.
12. 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.
13. The developers or their assigns reserve the right to approve and 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.

14. All driveways must be properly constructed of crushed stone, concrete or blacktop and must be kept in good repair; culverts must be constructed, where necessary, to prevent improper flow.
15. It is further understood and agreed that all sold lots in Section II shall be assessed by the developer annually for the maintenance of said roads beginning January 1st, 1990, in the amount of \$100.00 (one hundred 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 in 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 maintenance of said road is assumed by Oldham County or some other public authority.
16. 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 and the written approval of the developers, his successors or assigns.
17. 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.
18. There shall be no hunting or discharging of any firearms allowed or permitted on any developed or undeveloped lot in Kentucky Acres.
19. 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.
20. The owners of any lot, as well as the developer, may enforce these RESTRICTIONS and COVENANTS by the proper legal proceedings, and the invalidation of any one or more of these RESTRICTIONS and COVENANTS, or any part thereof, by Judgment 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 hereinabove written.

Lee S. Clore

LEE S. CLORE, Trustee

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

