

The State of Kentucky
County of Woodford

Declarations, Covenants, Conditions, Reservations and Restrictions

WHEREAS, M. LaDona Hudson, Developer of all that certain tract of land in Woodford County, Kentucky, which has been heretofore platted, subdivided and designated, according to the plats thereof filed of record under Woodford County Clerk's Office File Cabinet No D, at Slides 227, and 229, in the office of the County Clerk of Woodford County, Kentucky; which are incorporated herein by reference,

WHEREAS, Developer, desires to create and provide for the development, improvement and maintenance of said subdivision for the mutual benefit and pleasure of the present and future property owners in such subdivision, and to protect the property values within such subdivision by imposing upon and against all the designated lots therein the covenants, reservations, restrictions and other provisions which shall run with the real property and shall be binding on all parties having any right, title, or interest in the above described property or any part thereof, and their heirs, successors and assigns, and which easements, restrictions, covenants, and conditions shall insure to the benefit of each owner thereof.

DEFINITIONS

1. **"OWNER"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot in the Subdivision, or any part of interest therein, but shall not mean or refer to any mortgagee, under any applicable theory of mortgage, unless or until such mortgagee has acquired legal title pursuant to foreclosure or any proceeding in lieu of foreclosure.
2. **"SUBDIVISION"** shall consist of all of the designated lots listed according to the plats referred to above and filed in the office of the County Clerk of Woodford County, Kentucky, or its successors.
3. **"LOT" or "PARCEL,"** shall mean those plots of land shown on the plat of the Subdivision filed of record with the County Clerk of Woodford County, Kentucky.
4. **"RECORDING DATE"** shall mean the date upon which this document is filed of record with the County Clerk of Woodford County, Kentucky.
5. **"DEVELOPER"** shall mean the developer, M. LaDona Hudson, established under the provisions of this document, her heirs and assigns.

RESERVATIONS

NOW, THEREFORE, the following restrictions, conditions, covenants and regulations pertaining to the use, ownership and occupancy of land encompassed by the Plats, and are to run with the land and shall be binding upon any owner or owners, or his, her or it's heirs, personal representatives, successors and assigns, as the case may be, of any lot or part of a lot as shown upon the Plats, from the date of the recording of said Plats until thirty (30) years thereafter, at which time the same shall automatically be extended for successive periods of five (5) years, unless an instrument signed by a majority of those then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

1. The Developer may, however, at her discretion, grant written waivers to the restrictions, conditions, covenants and regulations mentioned herein, when in her judgment such a waiver would not detract from the purposes set out in these restrictions.
2. Developer reserves for herself, her successors and assigns, a perpetual utility easement in, along, under, over, across and through each Parcel in the subdivision as referred to in and shown on the recorded plats in Woodford County, Kentucky. All easements shown on the recorded Plats referred to above shall be for the mutual benefit of all lot owners and the Developer.

RESTRICTIONS

For the purpose of creating and carrying out a uniform plan for the parceling and sale of all phases of the Subdivision as a district set aside for residential homes, thereto, the following restrictions are hereby established and adopted to apply uniformly to use, occupancy and conveyance of all the parcels in the Subdivision as defined herein. Every contract, deed or conveyance which may be hereafter executed with regard to any of the property in the Subdivision shall be conclusively deemed to have been executed, delivered and accepted subject to the following Restrictions, even if the Restrictions are not set out in full and are not incorporated by reference in such contract of sale, deed, lease or other transfer of any interest in any such parcel.

General Restrictions

1. No noxious or offensive trade or activity shall be carried on upon any parcel, nor shall anything be done which may be or become an unreasonable annoyance or unreasonable nuisance to the neighborhood.
2. No commercial activity of any kind shall be conducted on any lot within that portion of the Subdivision affected by this declaration. "Commercial Activity" shall include, but not be limited to, the offering for sale of any product or service, or the manufacturing or growth of any product, for purposes of sale, without regard to whether such activities are conducted in or from residential dwellings or otherwise.
3. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot within the Subdivision for commercial purposes. There will be no swine allowed on any parcel within the Subdivision. There will be no wild, exotic, or naturally undomesticated animals allowed to be caged or otherwise kept on any parcel within the Subdivision. Dogs, cats and other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. In addition, each parcel shall be allowed one animal unit (au) per acre, or fraction of an acre. One animal unit is defined as:

One horse equals one animal unit, one cow equals one animal unit, and one goat or sheep equals one-half animal unit.

No animals shall be permitted on less than one acre, and the owner shall fence the property so as to contain any such animal. All such fencing shall be erected and maintained for the safety of the animal and the general appearance of the Subdivision. No barbed wire fencing will be allowed. All animal wastes must be disposed of, and/or treated, so as not to become a nuisance to the neighborhood.

4. No signs, (except signs advertising property for sale), advertisement billboard, or advertising structure of any kind may be erected or maintained on any parcel without the consent in writing of the Developer.
5. No part of the Subdivision shall be used or maintained as dumping grounds for rubbish. Trash, garbage or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash cans placed along the road for commercial pickup shall be retrieved within 24 hrs.
6. Owners shall not permit the accumulation of trash, rubbish, weeds, or other unsightly obstacles on their parcels or on the easements or on the streets abutting the same. Any car, truck, machine or equipment deemed abandoned and an eyesore by the Developer may be removed at the owner's expense. Each owner shall be responsible for proper disposition of his trash and garbage.

7. After commencement of construction of any structure or improvement, the work thereof shall be diligently prosecuted to the end so that the structure or improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof.
8. All fencing within 20 feet of any road in the Subdivision, running parallel to the right-of-way of such road, or substantially parallel thereto, and all perimeter fencing shall be of such size, design, material and color as is specifically approved by the Developer. Developer shall, on or before the time all lots are sold, erect a black board fence along the back property line of all lots. The maintenance of this fence shall become the responsibility of the lot owner, and must be kept in good repair and painted for the general appearance of the subdivision.
9. No act may be performed which is likely to pollute the air or water in any part of the Subdivision, nor may any property owner violate any ordinance designed to eliminate pollution at that time in force whether it be State, County or City.
10. No firearms or fireworks of any kind may be discharged in the Subdivision, or on any parcel, easements or common area. No hunting of any kind will be allowed.
12. No lot may be re-subdivided into smaller lots.

BUILDING AND CONSTRUCTION RESTRICTIONS

1. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on said lots or units.
2. All residences, except as noted, shall be of new construction and shall consist of a single family residence with a minimum of 2,500 square feet of living area and not exceed two stories in height. All building plans must be approved by the Developer. No construction or excavation shall begin until such plans are duly approved by the Developer, and any alteration to plans approved by the Developer must have prior written approval before construction. The Developer will approve or disapprove said plans within 7 days of receipt of same. If approved, one signed copy will be returned to the owner or builder. If disapproved, the reasons for disapproval will be noted on the plans and discussions with the owner or builder shall be done to resolve any problems. All persons who submit plans to the Developer agree that they will not file any suit or make any claim against the Developer for her decisions of approval or disapproval.

3. The exterior finish of all single family residences shall be at least eighty percent (80%) brick or stone unless approved by Developer.
4. No more than four inches of the foundation shall be left exposed without being covered by some form of brick veneer or stone veneer.
5. Any detached building, garage, carport, barn or structure or addition to or following construction of the first residence must be of all new material, and must be of equal construction and architectural design as the residence, and must have written approval of the Developer.
6. All residences shall be set back at least forty (40) feet from any public road in the Subdivision, and at least forty (40) feet from any common property line. No building shall be erected over existing easements.
7. No building material of any kind or character shall be placed or stored upon any parcel more than 30 days before construction of a building or improvements are commenced, and then such material shall be placed within the building lines as established. At the completion of such building or improvements, such excess or scrap material must be immediately removed from the premises.
8. No stumps, trees, underbrush or any refuge of any kind or scrap material from improvements being erected on any parcel shall be placed on any other parcel, or on streets or easements.
9. Composite Building Sites: Any owner of one or more adjoining Lots or Units may, with the prior written approval of the Developer, consolidate such lots into one building site, with the privilege of placing or constructing improvements on such resulting site, in which the set-back lines shall be measured from resulting side property lines rather than from the lot lines shown on the plat. In addition, the side lot utility easement, if applicable, must be abandoned or released in accordance with applicable law, and the Owner shall be responsible for the cost of relocating any utility lines and restoring the surface of any abandoned or relocated utility easements. Upon abandonment or release and upon the receipt of written approval of the Developer, such resulting composite building sites shall thereupon be regarded as one (1) lot for all purposes hereunder.
10. No property owner shall grant access to any utility or public improvement, or grant any easement on any lot without the prior written consent of the Developer.
11. Any property in this subdivision shall be conveyed subject to the building line and easements as shown or noted on the recorded plats.

MISCELLANEOUS PROVISIONS

1. The foregoing Restrictions, unless otherwise noted, shall apply to each and every parcel in the subdivision. Such Restrictions are equally for the benefit of all subsequent owners, and accordingly, shall be covenants running with the land. Any owner or lien holder of any of the property or the Developer shall have the power to prosecute in the appropriate court a suit at law or in equity to prevent any violation or attempted violation, provided, however, that this clause shall not restrict any governmental agency from acting to enforce any of the Restrictions.
2. Any and all rights, powers and reservations of the Subdivision herein contained may be assigned to any person, corporation or committee which will assume the duties pertaining to the particular rights, powers and reservations assigned, and upon any such person, corporation or committee's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Developer, herein and the Developer shall thereafter be released for any future liabilities.
3. Every person who now or hereafter owns or acquires any right, title or interest in or to any property in the Subdivision is and shall be conclusively deemed to have consented and agreed to every covenant, condition, reservation and restriction contained herein, whether or not any reference to this declaration is contained in this instrument by which such person acquires an interest in the property.
4. Developer reserves the right to make deviations from the terms of this document consistent with the general plan for development as herein set out.

Execute by the said Developer, on this 11 day of May, 2007.

M. LADONA HUDSON


STATE OF KENTUCKY

COUNTY OF WOODFORD

The foregoing was subscribed, sworn to, and acknowledged before me by M. LaDonna Hudson, this the 11th day of May, 2007.

Clara M. Dozier
NOTARY PUBLIC, STATE AT LARGE, KY

My Commission Expires: Oct 15, 2010

This instrument prepared by:

M. LaDonna Hudson
M. LaDonna Hudson

Developer

Address:

2026 Weisenberger Mill Rd.
Midway, KY 40347