

**RESTRICTIVE COVENANTS AND CONDITIONS
FOR THE WOODLANDS SUBDIVISION**

*Mail to Tom Pierce
9.3.91*

WHEREAS, JACK A. KAIN, P.O. Box 646, Versailles, Woodford County, Kentucky, (Developer) is the owner of that property described by that certain Final Plat of The Woodlands Subdivision, which is of record in the Office of the Clerk of the Woodford County Court at Plat Cabinet B, at Slide 297;

WHEREAS, Developer desires to maintain uniformity with respect to use and occupancy of said property in order to enhance and maintain its value, and to render it more attractive in appearance; now

THEREFORE, the following restrictions, conditions, covenants, and regulations pertaining to the use, ownership and occupancy of land encompassed by the Final Plat of The Woodlands Subdivision, which is of record in Plat Cabinet B, at Slide 297, in the Office of the Woodford County Court Clerk, are to run with the land, and shall be binding upon any owner or owners, or his, her or its heirs, personal representatives, successors and assigns, as the case may be, of any lot or part of a lot as shown upon the Final Plat of The Woodlands Subdivision from the date of the recording of said Plat until twenty-five (25) 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. The Developer may, however, at his discretion, grant written waivers to the restrictions, conditions, covenants and regulations mentioned herein, when in his judgement such a waiver would not detract from the purposes set out in paragraph (2) herein. Said lots as shown on the aforementioned map or plat are sold subject to the following covenants, conditions, restrictions and limitations, namely:

1. No structure, other than one single family dwelling, the plans, specifications, design, and location of which have been previously approved in writing by the Developer shall be erected upon any one lot. No construction or excavation shall begin until said plans are duly approved.

2. All residential buildings shall be constructed in accordance with the following schedule pertaining to finished living area:

(a) One story residence; 1400 square feet on ground floor, exclusive of garage.

(b) One and one-half and two-story residences: 1000 square feet on the ground floor exclusive of garage with a minimum of 500 square feet above.

(c) Split foyer: 1150 square feet of living area on one-story with minimum of 1650 square feet total living area, exclusive of garage.

(d) Split level: 1600 square feet of living area, exclusive of garage.

(e) All houses shall have a two-car attached garage.

(f) No part of the garage shall be located closer to the street than the front wall of the residence which is closest to the garage, and no garage entrance shall face the street unless specifically waived by Developer, and any deviation shall be in writing.

3. Unless otherwise approved in writing by the Developer, all residences in this subdivision shall have as their exterior, a masonry construction (i.e., brick, brick veneer, stone, stone veneer, etc.). No more than four inches of the foundation shall be left exposed without being covered by some form of the above referred to exterior facing.

4. No trailer, tent, basement, garage or other temporary building shall be placed or constructed on any lot for use as, or used for living quarters. No garden or other farm crops shall be grown or cultivated within 75 feet of the front property line. No noxious or offensive trade or use nor general nuisance shall be conducted, carried on or permitted on any lot in this subdivision.

5. No additional street, or alley across any boundary of this subdivision shall be opened, built, constructed or maintained without prior written approval of the Developer.

6. All lots contained in this subdivision are sold subject to all easements, or rights of way for drainage, sewers, water lines, gas lines, telephone lines, electric lines, landscape easements and other utilities as shown on the Plat.

7. Each lot shall have a building line setback restriction of 30 feet from the front property line, and each lot shall have a setback restriction from the side property line of a total combined setback from both side property lines of 20 feet, with the minimum setback line from any one side being 8 feet.

8. No lot may be subdivided to contain an area less than 10,000 square feet, and the extracted portion must become part of a lot adjoining such extracted portion.

9. A perpetual and exclusive easement is reserved by the Developer for and to be upon all easements and areas designated on the maps or plats in order that the Developer may see to the proper installation or maintenance of public utilities and other services which the Developer may seek to offer to the owners of any lot or adjoining property. It is understood that the rights of the property owner shall be subservient to that of the Developer in relation to public utility installation and maintenance as well as the installation and maintenance of other services rendered upon the easement described in the aforementioned map or plat.

10. No chickens, ducks, geese, or other fowl and no swine, cattle, goats or other like animal or animals can be kept or maintained upon any lot, except household pets such as dogs or cats may be maintained, provided that they are not kept, bred or maintained for commercial purposes.

11. No recreational equipment, including boats and boat trailers, travel trailers, pick-up campers or coaches (designed to be mounted on automotive vehicles), motorized dwellings or tent trailers shall be parked or stored on any lot. No commercial vehicle larger than a one-half ton truck or van shall be housed, parked or maintained on any portion of any lot or street.

12. Television, electric, or other utility cables supplying utility services shall be placed underground and no additional poles shall be erected except as a temporary measure during construction. Thus, no aerial antennas, TV, radio, or other, are permitted and unless special permission is granted in writing by the Developer.

13. There shall be no unattached outbuildings located upon any lot without written approval of the Developer.

14. All lots shall be kept mowed and shall present a neat appearance at all times. Dirt, rock, and other debris shall not be dumped on any lot.

15. Excepting decorative fences which have received prior written approval from the Developer, no fence shall be erected across the front of any lot and no side lot fences shall be erected past the rear of the residence.

16. No commercial enterprise of any kind shall be conducted on any lot, and no sign advertising any commercial enterprise shall be erected thereon.

17. No application for the zoning or rezoning of any lot shall be filed without the written consent of the Developer.

18. Any person hereto, his or her heirs and assigns, including each and every person who purchases a lot in this subdivision after the recording of these restrictions, shall be bound by the covenants, conditions and restrictions herein outlined, and any violation thereof shall subject such person or persons to prosecutions or any action against them by the Developer or the owner of any lot or lots in The Woodlands Subdivision, to enforce compliance with the same or for damages as the case may be.

19. If any one or more of these covenants shall be held invalid, such holding shall not affect the other provisions hereof, all of which shall remain in full force and effect.

20. There shall be no exact duplication of exterior plans for adjacent residences without permission from the Developer.

21. Each house shall have two parking spaces off street which cannot be one behind the other.

22. All driveways or approaches to driveways between the back of the roadway curve and the sidewalk shall be of cement concrete pavement and any other portion of the driveway shall be bituminous or cement concrete pavement.

23. The principal structure on each lot shall be limited to use as a single-family residence.

IN TESTIMONY WHEREOF, WITNESS the signature of the owner of The Woodlands Subdivision, this the 29th day of August, 1991.

STATE OF KENTUCKY

COUNTY OF WOODFORD

The foregoing Restrictive Covenants and Conditions for The Woodlands Subdivision was sworn to and acknowledged before me by Jack A. Kain, Developer, this the 29th day of August, 1991.

Katharine L. Logan
NOTARY PUBLIC, STATE AT LARGE, KY

MY COMMISSION EXPIRES: 1/9/95

THIS INSTRUMENT PREPARED BY:

T. H. Pierce
TOM H. PIERCE
Attorney at Law
Versailles, Kentucky 40383

WP51:RE2\KAIN.RESTRICTIONS

STATE OF KENTUCKY, COUNTY OF WOODFORD, SCT.
I, CORINE C. WOOLUMS, CLERK OF WOODFORD
COUNTY, HEREBY CERTIFY THAT THE FOREGOING
INSTRUMENT HAS BEEN FILED IN MY OFFICE

FOR RECORD, AT 8:16 A M, ON THE
30th DAY OF Aug., 1991
CORINE C. WOOLUMS, CLERK

BY: Corine C. Woolums D.C.