

RESTRICTIVE COVENANTS AND CONDITIONS

FOR

HOMESTEAD SUBDIVISION

UNITS 1-B and 1-C

WHEREAS, WOODFORD HOMESTEAD DEVELOPMENT COMPANY, a Kentucky General Partnership, with its principal office located at 183 South Main Street, Versailles, Woodford County, Kentucky, the general partners being: MICHAEL L. LAWSON, of 208 South Stourbridge, Versailles, Kentucky; BOBBY LYNN GAFFNEY, of Route # 1, Big Sink Pike, Versailles, Kentucky; and C. TIMOTHY THOMPSON, of Route 4, Glenhaven, Versailles, Kentucky, hereinafter called DEVELOPER, is the owner of that property described by that certain Final Plat of Homestead Subdivision, Unit 1-B, which is of record in the Office of the Clerk of the Woodford County Court in Plat Cabinet B, at Slide 174, and by that certain Final Plat of Homestead Subdivision, Unit 1-C, which is of record in the aforesaid Clerk's Office in Plat Cabinet B, at Slide 175;

WHEREAS, said 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 with the Final Plat of Homestead Subdivision, Unit 1-B, which is of record in Plat Cabinet B, at Slide 174, and the Final Plat of Homestead Subdivision, Unit 1-C, which is of record in Plat Cabinet B, at Slide 175, in the Woodford County Court Clerk's Office, 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 Plats of said Homestead Subdivision, Unit 1-B and Unit 1-C, from the date of the recording of said Plats until 25 years thereafter, at which time the same shall automatically be extended for successive periods of 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 its discretion, grant written waivers to the restrictions, conditions, covenants and regulations mentioned herein, when in its judgment 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 a 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 the plans are duly approved in writing by the Developer, and a set of plans delivered to the Developer to be retained by it.

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

(a) One-story residence with two-car attached garage; 1,400 square feet on ground floor, exclusive of two-car garage.

(b) One and one-half and two-story residences: 800 square feet on the ground floor exclusive of garage with a minimum of 500 square feet above. Both one and one-half and two-story houses shall have two-car attached garage.

(c) Split foyer: 1,150 square feet of living area on one-story with minimum of 1,650 square feet total living area, plus two-car attached garage.

(d) Split level: 1,600 square feet of living area, plus two-car attached garage.

3. No more than four inches of the foundation shall be left exposed without being covered by some form of brick, brick veneer, stone, stone veneer or stucco.

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 in the Plat.

7. 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.

8. 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. 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 any other services rendered upon the easement described in the aforementioned map or plat.

9. 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.

10. No major 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 in the front yard on any lot nor in the sideyard, but shall be confined to the rear portion of any lot. No such equipment shall be used for living, sleeping or housekeeping purposes when 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.

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

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

13. 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.

14. 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.

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

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

17. 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 Homestead Subdivision, to enforce compliance with the same or for damages as the case may be.

18. 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.

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

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

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

22. Each lot shall contain only one principal structure, which structure shall be limited to use as a single-family residence.

23. The purchasers, grantees, heirs, successors, or assigns of any lot of Unit 1-B or Unit 1-C, Homestead

Subdivision, by acceptance of delivery of an instrument of conveyance agree and covenant that he, she, or it shall not object to, or oppose the rezoning or development for single-family residential use any of the real property of Bobby Lynn Gaffney and Michelle Gaffney adjacent to the real property comprising Unit 1-A, Unit 1-B, and Unit 1-C of Homestead Subdivision. This covenant shall not apply to any person or entity in the business of mortgage or real property secured loans who acquires fee simple ownership to a lot in Homestead Subdivision, Unit 1-B or Unit 1-C, as a result of foreclosure on a real property lien held by such person or entity.

IN TESTIMONY WHEREOF, WITNESS the signatures of the owner of Homestead Subdivision, Unit 1-B and Unit 1-C, by and through its general partners who have hereunto subscribed their names on this the 10 day of October, 1988.


MICHAEL L. LAWSON


BOBBY LYNN GAFFNEY


C. TIMOTHY THOMPSON

STATE OF KENTUCKY
COUNTY OF WOODFORD

The foregoing instrument was acknowledged before me by MICHAEL L. LAWSON this 10 day of October, 1988.


NOTARY PUBLIC, STATE AT LARGE, KY

MY COMMISSION EXPIRES: _____

MY COMMISSION EXPIRES DECEMBER 6, 1988

STATE OF KENTUCKY

COUNTY OF WOODFORD

The foregoing instrument was acknowledged before me by BOBBY LYNN GAFFNEY this 10 day of October, 1988.

Brenda Rollins

NOTARY PUBLIC, STATE AT LARGE, KY

MY COMMISSION EXPIRES: _____

MY COMMISSION EXPIRES DECEMBER 6, 1994

STATE OF KENTUCKY

COUNTY OF WOODFORD

The foregoing instrument was acknowledged before me by C. TIMOTHY THOMPSON this 10 day of October, 1988.

Brenda Rollins

NOTARY PUBLIC, STATE AT LARGE, KY

MY COMMISSION EXPIRES: _____

MY COMMISSION EXPIRES DECEMBER 6, 1994

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 310 P.M. ON THE

10th DAY OF October, 1988

CORINE C. WOOLUMS, CLERK

BY: *Corine C. Woolums* D.C.

THIS INSTRUMENT PREPARED BY:

Tom H. Pierce

Tom H. Pierce
Attorney at Law
Versailles, Kentucky 40383

D/RESTRICT