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RESTRICTIVE COVENANTS
KIRKWOOD SUBDIVISION—PHASE II
LONDON, KENTUCKY

WHEREAS, SDD, LCC (hereinafter called "Developer") is the owner and developer of Kirkwood Subdivision-Phase II in Laurel County, Kentucky, as same appears on the plat of record in Plat Cabinet 2-A, Slide 102, in the Laurel County Clerk's office; and

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

WHEREAS, the Developer desires to reserve for itself, its successors and assigns the sole discretion to review and approve certain aspects of the plans and specifications for the improvement of the Lots, alterations to such improvements, and certain uses to be permitted or prohibited upon said Lots, all as set forth more specifically hereinafter in order to accomplish the above described purposes.

NOW, THEREFORE, Developer does hereby make and establish upon the present and future Owners thereof, their heirs, personal representatives, successors, and assigns, the following covenants, conditions, and restrictions as to the use and occupancy of the Lots contained in Kirkwood subdivision-Phase II, to-wit:

A. PLAN APPROVAL

1. No construction or excavation, improvements, additions, alterations, or other work or action shall commence on any Lot until plans and specifications for the same shall have first been approved in writing by the Developer or by any person or entity to whom it may assign the right. Approval shall be requested by submission of two sets of plans and specifications (one set to remain in the possession of the Developer, the other to be signed and returned to the property Owner), showing at least the following: (1) all buildings and access drives (2) front elevations or rendering and floor plans (3) patios, decks, pools, and porches (4) such other information, data and drawings as may be reasonably requested by Developer. Location of dwelling must be approved by Developer prior to any excavation.

2. Approval shall be based, among other things, upon conformity of the proposed plans and specifications with the site and natural features thereon, other structures in Kirkwood subdivision, the effect of the location and use of improvements on neighboring property, and conformity of the plans and specifications to the purpose and general intent of these restrictions. Color of exterior paint and other materials is considered a vital factor in achieving the purposes of these restrictions. Earth tone colors are encouraged.

3. If the Developer fails either to approve or disapprove such plans and specifications within thirty (30) days after the same have been delivered to the Developer, the applicant shall notify Developer by certified mail that the Developer has fifteen (15) days from date certified mail is received to approve or disapprove plans. If no action is taken on the plans by the end of the 15-day period, it shall be presumed that the Developer has approved said plans and specifications.

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4. Neither the Developer nor its successors or assigns shall be liable to anyone submitting plans for approval by reason of mistakes in judgment, negligence, or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans. Every person and entity who submits plans to the Developer agrees, by submission of such plans, that he or it will not bring any action or suit against the Developer or its representative.

5. The Developer its successors or assigns reserve such easements as may be required for the development or repair of the property relative to drainage, retention and utilities, which include but shall not be limited to, gas, water, sewer, and electricity, with full right to ingress and egress as same appears on the recorded plat in the Laurel County Clerk's Office.

B. BUILDING AND SITE REGULATIONS

1. All Lots shall be used for single family residential purposes only, not to exceed two stories in height, exclusive of any basement.

2. Any dwelling erected, placed, altered, or permitted to remain on any Lot in Kirkwood subdivision shall be of predominantly masonry construction; provided, however, that Developer does hereby reserve the right, but not the obligation, to waive this restriction at its sole discretion. Finish building materials shall be applied to all sides of the exteriors of buildings and shall extend to the ground. No exposed concrete block will be permitted. Colors shall be compatible with colors of adjacent buildings. The Developer shall have the sole right to approve or disapprove materials and colors.

3. No building shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event, no building shall be located on any Lot nearer than thirty feet (30') to any side street line, however, the Developer does hereby reserve the right, but not the obligation, to waive this restriction at its sole discretion.

4. Floor area. The minimum floor area of the main structure, exclusive of porches, garages, carports, and basements, shall be as follows:

- a. One story dwellings shall have a minimum floor space of 1600 square feet;
- b. One and one-half story dwellings shall have a minimum ground floor area of 1000 square feet and a minimum second floor area of 850 square feet;
- c. Two story dwellings shall have a minimum ground floor area of 1000 square feet and a minimum second floor area of 1000 square feet.

5. Garages. Each dwelling constructed shall include a two-car attached garage with overhead door, or the garage may be contained in the basement of the dwelling.

6. Driveways. All driveways shall be finished with a paved surface of concrete, asphalt, or permanently set brick. The "apron" area between the street curb and front sidewalk shall be of

concrete material 18 feet wide, tapered to meet the sidewalk at 16 feet wide, and be 6 inches thick. Driveways must be completed within sixty days of occupancy.

7. No drainage ditches, cuts, swales, streams, impoundments, mounds, dams, or other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be destroyed, altered, or modified by the Owner, or at the direction of or with the consent of any Owner, without the prior written consent of the Developer. In the event of any destruction, alteration, modification, or improvement made or occurring without such prior consent of the Developer, its representative may have the right to enter upon the property to remedy or repair such destruction, alteration, modification, or improvement without being guilty of trespass and without liability to any Owner with respect to the same or the consequences thereof.

8. All property Owners shall be responsible for installing septic tank and drainage fields which will comply with Laurel County and Kentucky Health Department regulations. All property owners shall exceed the requirements of the Laurel County Health Department for drainage fields by ten percent. However, the Developer does hereby reserve the right, but not the obligation, to waive the ten percent additional requirement at its sole discretion. At no time shall the requirement be less than the Laurel County and Kentucky Health Department regulations.

9. Lot Owners shall have the responsibility to preserve and protect underground utilities. No utilities may be above ground, including, but not limited to electric, telephone, and cable TV.

10. Every property Owner shall cause to be planted and maintained a grass cover or approved landscaping for the entire portion of said Lot. Such ground cover shall not exceed ten (10) inches in height at any time. In the event the Owner of any Lot fails to keep and maintain the Lot in a good condition, free of trash or weeds and grass over 10" in height, the Developer shall have the right to clean, mow, and maintain the said Lot and collect its cost of labor and materials, plus 25%, from the Owner of said Lot.

11. Trees. Each property Owner shall be responsible for planting two (2) two-inch (2") pin oak trees in the utility strip between the curb and sidewalk. Location of trees shall be approved by Developer. It is noted that the objective of the Developer is to have trees spaced approximately fifty (50) feet apart, irrespective of property lines. Corner Lots shall have four (4) trees each. At the discretion of the Developer, cul-de-sac Lots may require only one tree.

Existing Trees. No trees four (4) inches in diameter or larger, except those in the designated building site, shall be removed or cut without the approval of the Developer or his duly designated representative. The Developer is not responsible for the life or soundness of any trees.

12. The construction of a dwelling, including landscaping and driveway, for each Lot shall start within one year from the date of closing, and shall be completed within one year thereafter unless otherwise approved in writing from the Developer.

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13. No buildings with identical front elevations and identical roof lines shall be constructed on adjacent Lots.

14. Anyone cutting into or tunneling under or damaging in any manner the street, sidewalk or road serving said Lots must repair and restore the street, sidewalk, or road to its original conditions, all at such person's own risk and expense. This shall not be construed as any permission or consent by the Developer and shall not create any liability on the Developer of the Kirkwood subdivision, express or implied.

15. No additional subdivision of a Lot shall be made to reduce the size of the Lot.

16. Garbage and refuse shall be placed in containers, which shall be concealed or contained within a building, or concealed by means of a screening wall of material similar to and compatible with that of the residence of the Lot, or concealed by sufficient landscaping to provide a permanent screen at all times of the year. These elements shall be integrated with the building plan, be designed so as not to attract attention, and shall be located in as reasonably inconspicuous manner as is possible. If refuse containers are set out by the edge of the road for pick up, said containers shall be set out the evening before pick up and shall be removed from the road by the next evening.

17. Outbuildings. No detached building shall be erected or placed on any Lot without prior written consent of the Developer.

18. Temporary Structures. No structure of a temporary character shall be permitted on any Lot, except temporary tool sheds or field offices used by the Developer or a builder, which structures shall be removed as soon as practicable after construction or development is completed.

19. Other Use of Temporary Structures. No structure of a temporary character, such as a mobile home, trailer, basement, garage, or any uncompleted structure shall be used on any Lot at any time as a residence.

C. MAINTENANCE REQUIREMENTS

1. No building or other improvement shall be permitted to become unsightly or fall into disrepair.

2. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any portion of any Lot, and no odors shall be permitted to arise or be emitted therefrom so as to render any portion of the Lot unsanitary, unsightly, offensive, or detrimental to any of the remainder of the Lots or of the occupants thereof. No burning of trash, garbage, or debris shall be allowed.

3. No exterior lights, the principal beam of which shines upon portions of the Lots other than the Lot upon which they are located, or which otherwise cause unreasonable interference with the use and enjoyment of the property by the occupants thereof, and no speakers, horns, whistles,

bells, or other sound devices shall be located, used, or placed on the premises, except security devices used exclusively for security purposes which are activated only in emergency situations or for testing thereof.

4. Each property Owner shall be responsible for maintaining and repairing, if necessary, the sidewalks on his Lot, to the following standards: Concrete sidewalks shall be constructed on a thoroughly compacted subgrade and shall be four (4) inches in thickness and a minimum width of four (4) feet. Expansion joints shall be placed at twenty foot intervals. Control joints shall be placed at four foot intervals. Concrete shall meet the specifications for Class "A" concrete with a minimum 28 day compressive strength of 3500 P.S.I. Sidewalks shall be placed adjacent to the street right-of-way line. Slope toward the curb shall be one-quarter (1/4) inch to the foot.

D. GENERAL RESTRICTIONS

1. No livestock shall be permitted on any Lot in the subdivision. No animals, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot except dogs, cats, and other household pets which are kept for domestic purposes only and not kept, bred, or maintained for any commercial purpose. No more than two dogs or two cats can be kept on any Lot except if less than three months of age. No kennels may be erected on any Lot except as approved by the Developer and placed so as not to be viewed from the adjoining property Owners or from the street. All pets must be kept under control so as not to create damage or be a nuisance to other property Owners. Barking or howling dogs will not be allowed to remain in the subdivision if they become a nuisance to Owners.

2. No recreational vehicle, trailer, or boat shall be parked in any front yard or on any street in the subdivision. No inoperable vehicle shall be parked on any street in the subdivision for a period in excess of 24 hours. No commercial vehicle or truck over 3/4 ton shall be regularly parked on any Lot or street in the development, or other than for delivery or construction purposes. No person shall engage in major car repairs except within their garage and for their personal benefit.

4. Any fences erected on property shall be approved by Developer, and no fence, wall, or hedge of any nature may extend toward the front or side of the property line beyond the building set-back line as shown on the recorded plat in the Laurel County Clerk's Office, nor extend toward the front of the house past the rear corner. Any fence must conform with the character of the subdivision. In any respect, no chain link or wire fence shall be erected or maintained on any Lot.

5. In order to create a look of uniformity throughout the development, all U.S. mailboxes and newspaper boxes will be identical. Developer will furnish plans or may build for Owner at Owner's expense.

6. No antenna or dish for transmission or reception of television signals or any other form of electromagnetic radiation (with the exception of digital satellite systems, DSS, or those of same

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or similar size and appearance) shall be erected, used or maintained on the property without the prior approval of the Developer.

7. No signs shall be erected or maintained on the property with the exception of those of the Developer (until all Lots are sold) or as required for directions or operation. Should an Owner put his property up for sale, one real estate sign may be permitted on the front of the property, however, no realty signs are permitted at the entrance to the subdivision. Such realty signs may not exceed 2 feet by 2 feet in overall dimensions. All signs shall be professionally prepared.

8. Above ground swimming pools will be considered for approval only when an in-ground pool is unsuited for a lot, when it is sufficiently decked and fenced, and only with the Developer's approval. Such pool will be considered for approval only if it is screened from view from the streets or any other Lot. All materials used for screening shall first be approved by the developer.

9. There will be no hunting, and no discharging of firearms, BB guns, bows, crossbows or other projectile weapons within or upon any Lot or common area, except by maintenance and security personnel in performance of their duties.

10. No clotheslines shall be erected or placed on any Lot.

11. Hobbies or activities that tend to detract from the aesthetic character of the Lots, and improvements used in connection with such hobbies or activities, shall not be permitted unless carried out and conducted as directed by the Developer. This paragraph has reference to, but is not limited to, such activities as automobile and boat repair and sport activities involving equipment placed on the Lots.

No obnoxious or offensive activity shall be carried on upon any Lot, nor shall anything be done, placed, or stored thereon which may be or become an annoyance or nuisance to the neighborhood, or occasion any noise or odor which will or might disturb the peace, quiet, comfort, or serenity of the occupants of nearby Lots.

12. No Lot shall be used as a right-of-way or subdivided for use as a street to access adjoining properties. Lots A-1, A-2, A-3, A-4, A-5 and A-6 shall not be used to access State Road 521. Lots A-3, A-4, B-2 and C-5 shall not be used to access Kirkwood Drive without Developer's written approval.

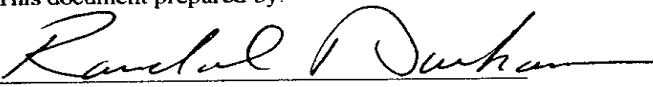
13. Membership in the Kirkwood Homeowner's Association is mandatory. Each Lot Owner shall purchase said Lot subject to and be bound by all of the terms, conditions, and covenants set out in the Association documents, including any assessments levied by the Association.

14. Amendments. Unless cancelled, altered, or amended under the provisions of this paragraph, these restrictions, covenants and conditions shall run with the land and shall be binding upon all property Owners and all persons claiming thereunder. These Restrictive Covenants may be cancelled, altered, or amended at any time by an instrument in writing signed by not less than the Owners of two-thirds (2/3) of the Lots subject to these restrictions, covenants, and conditions.

15. Any Lot Owner at any time may enforce the restrictions and covenants herein contained by appropriate legal procedure. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.


Randal Durham, President
SDD, LLC

This document prepared by:


Randal Durham
104 Skyline Drive
London, KY 40741

State of Kentucky, County of Laurel, Sct. 1,
DEAN JOHNSON, Clerk of the Laurel County Court,
do certify that the foregoing Restraint was, on
the 7 day of Jan, 1997, at 3:47 PM,
lodged in my office for record, and that it has been
recorded in my said office, together with this
and the certificate thereon endorsed.
Given under my hand this 7 day of Jan
97 : Miss Book 25 Page 169
Dean Johnson
Cornie Gandy D.C.