

RESTRICTIONS

DB 179/520

FOR

LU PREESE PLACE

WHEREAS, HUNTERTOWN LAND, INC., a Kentucky Corporation (the "OWNER"), owns property on the North side of Huntertown Road in Woodford County, Kentucky, which property is constituted by fifteen (15) Rural Residential lots, all as more particularly shown on a Plat of the subject Rural Residential lots, designated LU PREESE PLACE, which Plat is of record in the Woodford County Court Clerk's Office in Plat Cabinet C, at Slide 155; and

WHEREAS, the OWNER desires to maintain uniformity with respect to the use and occupancy of said Rural Residential lots in order to enhance and maintain their value, and to render them more attractive in appearance;

NOW, THEREFORE, the OWNER does hereby make, constitute and establish the following covenants, conditions and restrictions as to the use and occupancy of said Rural Residential lots as shown on the aforesaid Plat of record in Plat Cabinet C, at Slide 155:

1. LAND USE: Only one single-family dwelling not to exceed two and one-half stories in height shall be built on any Rural Residential lot. No Rural Residential lot shall be subdivided.

Office to Large Building
2.31.57

2. CONSTRUCTION: Any dwelling erected, placed, altered or permitted to remain on any Rural Residential lot shall have a minimum ground floor area for a one-story, single-family residence of 2,200 square feet of finished living area, which may not include a porch, even if under roof, nor shall it include a garage. The first floor of a completed two-story house shall have at least 1,250 square feet of finished living area. A one and one-half story house shall have not less than 1,400 square feet of finished living area on the first floor. Any multi-story residence shall contain not less than 2,500 square feet of finished living area.

All homes shall have at least a two-car, attached garage. All garages shall have a side or back entry only; no garages shall have an entryway facing the private roadway. No carports shall be allowed, unless approved by the OWNER or the Homeowner's Association, referred to hereinbelow.

The exterior finish of all residences shall be at least 80% brick or stone, unless otherwise approved by the OWNER or the Homeowner's Association. All fireplaces shall be of brick or stone masonry.

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

3. DRIVEWAYS: All driveways constructed on any Rural Residential lot shall be of concrete construction and each home shall have at least two off-street parking spaces which cannot be one behind the other. There will be no parking allowed on the private roadway shown on the Plat.

4. NUISANCES: No noxious or offensive activity shall be carried on upon any Rural Residential lot nor shall anything be done thereon which

may be or may become an annoyance or nuisance to the neighborhood. Such activity shall include but not be limited to junk, disrepair of the home, or non-maintenance of lawns.

No trailer, truck, motorcycle, vehicles designed for commercial purposes, campers, camping vehicle or boat shall be parked or kept on any Rural Residential lot unless housed in a garage or basement, or parked in a designated area which is located behind the building set-back lines of each Rural Residential lot, nor parked on the private roadway. No automobile which is inoperable shall be habitually or repeatedly parked or kept on any Rural Residential lot (except in a garage) and no automobile shall be kept on the private roadway.

Any prohibited activity described in this paragraph shall be cause for the OWNER or the Homeowner's Association to enter upon any such Rural Residential lot to remove, abate, or to clean up said Rural Residential lot at the OWNER's expense.

5. TEMPORARY STRUCTURES: No structure of a temporary character, including but not limited to basements, motor homes, campers, tents, shacks or barns shall be used as living, sleeping or housekeeping quarters. Major recreational equipment such as boats, boat trailers, campers and motor homes shall be stored only in the rear yard of any Rural Residential lot.

6. APPROVAL OF BUILDING PLANS: No building shall be erected, placed or altered on any Rural Residential lot until the building plans and location of improvements, including driveways, parking areas, fences, and garages, shall first be approved by the OWNER or by the Homeowner's Association through its architectural committee. However, such approval by the OWNER or the Homeowner's Association shall not be unreasonably withheld.

7. OUTBUILDINGS: All outbuildings placed on any Rural Residential lot shall have the approval of the OWNER, or the Homeowner's Association, through the Architectural Committee.

8. SIGNS: No signs shall be placed on any Rural Residential lot other than temporary sale or rent signs, or those required by local ordinance.

9. EASEMENTS: An easement is hereby reserved in favor of the OWNER, and each owner of a Rural Residential lot for the purpose of construction, maintaining and repairing all utilities, including but not limited to electricity, underground pipes, cable television and the like, and the right is hereby reserved to enter upon said property at any and all reasonable times for the purpose of installing, maintaining and repairing these utility services. All utility services located on the Rural Residential lots shall be constructed underground.

10. PRIVATE ROADWAY: Each Rural Residential lot shall have an access easement and right-of-way for use of the private roadway as shown on the Plat for ingress and egress to each Rural Residential lot. The access easement and right-of-way begins on Huntertown Road. The right of access and use shall be undisturbed.

11. FIREARMS: No firearms (including pellet and BB guns) or bows shall be discharged or shot in Lu Preese Place.

12. DOGS: All dogs must be leashed whenever outdoors unless restricted by fencing or electronic devices approved by the Association's Architectural Committee.

13. TOWERS: No television or radio towers may be placed on any Rural Residential lot without the written approval of the Association's Architectural Committee and in such event only on such conditions as it may require, including conditions relating to design, placement or landscaping. No

satellite dishes which exceed twenty inches in diameter may be placed on any Rural Residential lot without the written approval of the Association's Architectural Committee and in such event only on such conditions as it may require, including conditions relating to design, placement or landscaping.

14. WOOD PILES: All wood piles shall be kept to the rear of any residences.

15. REPAIR WORK: The assembling or disassembling of motor vehicles, boats, lawnmowers, campers, trailers or the like (other than for routine maintenance or minor repairs reasonably anticipated to take less than 24 hours), on any Rural Residential lot (except in a garage), is prohibited.

16. CONSTRUCTION TIME: The construction of a new residence on any Rural Residential lot shall be totally completed within one year from the date ground is broken.

17. FENCES: All fencing shall be constructed of faced, 4-board plank or wood privacy-style fencing not to exceed six feet in height. Light gauge wiring may be attached to the plank fencing to the extent necessary to restrain pets. No fencing shall be constructed of heavy gauge, woven wire. No fence shall be constructed in the front of a Rural Residential lot or residence; no fencing shall be constructed closer to the private roadway than the rear of the residence.

18. MAINTENANCE OF RURAL RESIDENTIAL LOTS: All Rural Residential lots are to be kept mowed and maintained in a presentable, aesthetically pleasing condition.

19. MAILBOXES: Homeowners shall be responsible for the installation of regulation mailboxes at each lot, which mailboxes shall be encased in a stable, brick masonry structure.

20. MAINTENANCE OF PRIVATE ROADWAY AND FENCE: The owner of each Rural Residential lot shall be responsible for a one-fifteenth prorata share of the cost of maintaining the existing private road and fence which is being constructed by the OWNER to separate the Rural Residential lots from the Hughes/Lynn property to the West. The OWNER's prorata share of the cost of maintaining the private roadway and the fence shall be reduced by one-fifteenth for each Rural Residential lot sold, with the owner of each Rural Residential lot assuming a one-fifteenth share of the responsibility at the time of the purchase of each Rural Residential lot. Upon the sale by the OWNER of eight (8) Rural Residential lots, it shall be incumbent upon the then Rural Residential lot owners to form a Homeowner's Association, which shall then have the responsibilities as delineated in this document.

Initially, it shall be the responsibility of each Rural Residential lot owner to contribute annually the sum of \$ 300.00 to a fence and roadway maintenance fund. Once the Homeowner's Association is formed, the Association may change the amount of the required annual contribution, as needs dictate. Until all Rural Residential lots are sold, the OWNER shall contribute to the maintenance fund the amount set per Rural Residential lot, for all Rural Residential lots remaining unsold from time to time.

There shall be an annual meeting to elect a treasurer of the maintenance fund. The owners of record of each Rural Residential lot shall have a total of one vote per Rural Residential lot to elect a treasurer and make decisions relative to the maintenance fund. The OWNER shall have one vote for each remaining unsold Rural Residential lot, until such time as all Rural Residential lots are sold. A simple majority of the Rural Residential lot owners attending each annual meeting shall be required to make decisions.

Any unpaid maintenance fees assessed and unpaid shall constitute a lien upon the Rural Residential lot of the delinquent party. Collection of unpaid maintenance funds, and foreclosure on the lien, may be undertaken by any Rural Residential lot owner for the benefit of all Rural Residential lot owners.

21. PRIVATE ROADWAY: All Rural Residential lot owners shall allow unrestricted use of any portion of the private road shown on the Plat.

22. BUFFERING: The planting and maintenance of trees and/or other vegetation for the purpose of buffering the house sites from Huntertown Road, from Bluegrass Parkway, or from any other actual or perceived source of intrusion, as to line-of-sight, or otherwise, shall be the responsibility of the Rural Residential lot owners, and/or the Homeowners Association.

23. ENFORCEMENT: After the recording of these Restrictions, any person or entity who purchases a Rural Residential lot in Lu Preese Place, and his or her heirs and assigns and successors in title to the Rural Residential lot, shall be bound by the covenants, conditions and restrictions herein outlined. Any violation thereof shall subject such person or persons to a civil suit against them by the OWNER, the Homeowner's Association, or any Rural Residential lot owner to enforce compliance with these Restrictions and/or for damages as the case might merit.

24. SEVERABILITY: Invalidation of any one of these covenants or Restrictions by Judgment or Court Order shall in no wise effect any other provisions which shall remain in full force and effect.

25. TERMS: All of the above Restrictions, conditions and covenants shall be effective for 30 years from the date of the recording of this instrument, after which time said covenants and Restrictions shall be automatically extended for successive periods of ten (10) years. However, at any time these

Restrictions and covenants may be amended by a two-thirds vote of the members of the Homeowner's Association.

26. PARTIES BOUND: The terms and provisions of these covenants and Restrictions shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns, and successors in title to the Rural Residential lots involved.

IN TESTIMONY WHEREOF, HUNTERTOWN LAND, INC., the OWNER, has caused these Restrictions to be executed on this 29th day of July, 1997.

HUNTERTOWN LAND, INC.

BY: [Signature]

TITLE: Secretary

STATE OF KENTUCKY

COUNTY OF WOODFORD

The foregoing Restrictions were acknowledged before me by [Signature], as SEC., of HUNTERTOWN LAND, INC., a Kentucky Corporation, for and on behalf of said Corporation, this 29th day of JULY, 1997.

[Signature]
NOTARY PUBLIC, STATE AT LARGE, KY

MY COMMISSION EXPIRES: 1-10-98

THIS INSTRUMENT PREPARED BY:

[Signature]
Ralph K. Combs
Attorney at Law
Versailles, Kentucky 40383

D-4/RESTRICT.LUP

STATE OF KENTUCKY, COUNTY OF WOODFORD, SCT.
I, CORRINE C. WOOLUMS, CLERK OF WOODFORD COUNTY, HEREBY
CERTIFY THAT THE FOREGOING INSTRUMENT HAS BEEN FILED
IN MY OFFICE FOR RECORD, AT 1:41 P. M. ON THE
30th DAY OF July, 19 97
CORRINE C. WOOLUMS, CLERK
BY: [Signature] D.C.