

REVISED DECLARATION OF RESTRICTIONS

ON

SECTION FF SUMMIT HILLS SUBDIVISION

AS RECORDED IN

DEED BOOK 338 PAGE 504 & PLAT BOOK

PLAT CABINET 1 SLIDE 761

46062

THIS INDENTURE, made and entered into by and between COUNTRYSIDE ENTERPRISES, INC., a Kentucky Corporation, party of the first part; and

ALL THOSE WHO may hereafter own any of the lots hereinafter described, parties of the second part.

WITNESSETH:

THAT WHEREAS, the party of the first part is the owner of all lots shown on the plat of SUMMIT HILLS SUBDIVISION, SECTION FF, of record in Plat Book , Page , in the Office of the Clerk of the County of Bullitt County, Kentucky, being parts of the same property conveyed to the party of the first part by Deed dated February 2, 1971, and recorded in Deed Book 144, Page 97, in the aforesaid Clerk's Office and

WHEREAS, the party of the first part does hereby impose upon the above described lots the restrictions hereinafter setout;

(1) Each lot above described shall be used for private, single family residence purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two (2) stories in height and a private garage for no more than two (2) cars on each lot.

(2) The plans and specifications for each house and each garage or carport and the type of exterior material, and driveway entrance to the street shall be approved in writing before the work is begun by the party of the first part or by anyone that it may authorize in writing. The exterior material for all houses shall be brick unless approval is received in writing from the party of the first part.

(3) The ground floor of the one-story house shall be a minimum of 1000 square feet. A one and one-half or two-story house shall have a ground floor of at least 750 square feet. Open porches and attached garages are not to be included in computing the floor area. Square footage shall be measured by the exterior dimension of the main outside walls.

(4) Lawn grades and house elevations and location of house and garage are to be approved in the same manner as the plans and specifications under Paragraph 2. Building setback lines on the recorded plat shall be observed as a minimum.

(5) Any fencing shall be of hedge or ornamental open type, and shall not extend nearer to the front line of the lot than the front wall of the residence nor nearer the side street on corner lots than hedge or shrub planting which obstructs sight lines shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersections of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended.

No trees shall be permitted to remain within such distance of such inter-sections unless the foliage line is maintained to prevent obstruction of sight lines to a height of ten (10) feet. The location and type of any fence shall be approved before work is begun, the same as the residence and garage under Paragraph 2 of the Restrictions.

*granted to
repealed*

- (6) The plans, specifications, location, elevation, size, type of materials of any addition to or alteration of existing improvements, shall be approved in writing before the work is begun, the same as the residence and garage under Paragraph 2 of these Restrictions.
- (7) All driveways are to be either asphalt or concrete. This requirement must be completed within one (1) year after occupancy.
- (8) The landscaping of finished lots shall be completed within one (1) year of occupancy.
- (9) Culvert pipes will be installed where needed to maintain proper drainage. It may be omitted if the ditch is shallow and driveway is level with the bottoms of the ditch and will not obstruct the flow of water. This will be done at the expense of the lot owner prior to completion of construction.
- (10) All construction shall be confined to the boundaries of the lot under construction and the owner / and or builder shall be liable for damages to any other lot or roads damaged outside of said lot.
- (11) Construction on residences shall begin no later than twelve (12) months after purchase of the lots. If any lot is to be resold for any reason, the developer shall have first right of refusal at the asking price of the seller. If the buyer needs an extension of time to start construction this extension must be approved by the developer.
- (12) No building materials shall be stored on a lot for longer than sixty (60) days prior to construction.
- (13) Natural gas hookup is available for the lots in SUMMIT HILLS SECTION FF. If the owner does not desire to use gas in their home a sum of one thousand dollars (\$1,000.00) must be paid to the developer before the start of construction.
- (14) All lots shall be properly cut and maintained. All lots must be mowed at least five (5) times per year. If an owner fails to mow his lot, the developer will have the right to have said lot mowed and charge the owner the cost, not to exceed \$50.00 per lot per mowing. If said charge is not paid, this charge shall constitute a lien upon the lot until the obligation is paid, however, this lien is second and inferior to any subsequent valid mortgage or vendor's lien against the lot.
- (15) No residence shall be erected or placed on any lot having an area less than 6,000 square feet.
- (16) No vehicle shall be regularly or habitually parked on any street, and every owner of a residence shall provide adequate off-street parking in driveway or garage.
- (17) The easements shown on the recorded survey of SUMMIT HILLS, SECTION FF are reserved as perpetual easements for the purposes shown on said plat.
- (18) No noxious or offensive activity shall be carried on or upon any lot above described nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- (19) No trailer, basement, tent, shack, garage, or other out-building erected on any lot described above at any time shall be used as a residence,

temporarily or permanently. No structure shall be moved onto any lot unless it shall conform to the Restrictions herein.

(20) No chickens, ducks, geese, or other fowl and no swine, cattle, goats, horses, or other like animal or animals shall be kept in any lot. No animals are to be raised for commercial purposes on said property. No more than two (2) dogs shall be permitted on any lot, and the same must be confined by owner and not to be permitted at large.

(21) No more than one (1) sign shall be permitted on any unimproved lots, and the same shall not be larger than two (2) feet by two (2) feet, except the present owners shall have the right to erect larger signs when advertising said property.

(22) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(23) Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

(24) Invalidation of any one 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.

(25) If at any time there is no one authorized to make approvals under Paragraphs 2, 4, 5, and 6 of these Restrictions, or at any time, upon the request of the party of the first part, the owners of the lots in said subdivision shall elect a Committee of not less than three (3) of said lot owners to perform said function.

(26) All the agreements and covenants herein contained shall run with the land and shall be binding upon all purchasers from COUNTRYSIDE ENTERPRISES, INC., and all successors in title therefrom, and shall be for the benefit of the aforesaid corporation, and purchasers from it, during the period during which these Restrictions and obligations severely remain in force as herein elsewhere provided.

IN TESTIMONY WHEREOF, the party of the first part has causes its name to be signed hereto by its proper officer, thereunto duly authorized by proper resolution of its Board of Directors, this 22 day of February, 1991.

COUNTRYSIDE ENTERPRISES, INC.

BY: James M. Walser

STATE OF KENTUCKY)
) SS
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COUNTY OF

I, the undersigned, a Notary Public, in and for the above named county and State, do hereby certify that the foregoing Declaration of Restrictions was this day produced before me in my said County and State, and was acknowledged and delivered before me by James M. Walser of COUNTRYSIDE ENTERPRISES, INC., a Kentucky Corporation, party thereto, to be the act and deed of said Corporation for the purposes therein stated.

IN TESTIMONY WHEREOF, witness my hand and official seal this

22 day of February, 1991.

Lee Fleck

Notary Public, Kentucky State at Large
My Commission expires: June 13, 1991

Prepared by:

James M. Walser
JAMES M. WALSER

REC'D... FEB 25 1991 8:39 AM
JILL HANLEY
BULLITT COUNTY CLERK
BY B. Hartung D.C.
FEB 10 1991 3:00 CLK 9:00