

11-5-99

**RESTRICTIVE COVENANTS AND CONDITIONS**

**FOR**

**THE LOCUST GROVE SUBDIVISION, UNIT 2**

THIS DEED OF GENERAL RESTRICTIONS, made and entered into this the 3<sup>rd</sup> day of November, 1999, by LOCUST GROVE SUBDIVISION, INC., a Kentucky Corporation (Developer), for that certain property described on that Final Plat of LOCUST GROVE SUBDIVISION, UNIT 2, appearing of record in the Office of the Woodford County Court Clerk in Plat Cabinet C, at Slide 248;

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 LOCUST GROVE SUBDIVISION, UNIT 2, which is of record in Plat Cabinet C, at Slide 248, 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 LOCUST GROVE SUBDIVISION, UNIT 2, from the date of the recording of said Plat until thirty (30) 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 judgment such a waiver would not detract from the purposes set out in these restrictions. Said lots as shown on the aforementioned plat are sold subject to the following covenants, conditions, restrictions and limitations, namely:

1. **USE RESTRICTION:** No lot shall be used except for residential purposes.

Each lot shall contain only one principal structure, which structure shall be a detached single-family dwelling, not to exceed two and one-half stories, and include at least a two car attached garage. No construction or excavation shall begin until such plans are duly approved by Locust Grove Subdivision, Inc.

2. **SIZE AND CONSTRUCTION:**

- a. A single family ranch style or one story residence constructed upon any lot shall contain a minimum living area of 1650 square feet measured from the outside of the exterior walls, exclusive of porches, basements, attics, patios and a required two car garage.

- b. A single-family 1 ½ or 2 story residence constructed upon any lot shall contain a minimum living area of 2000 square feet measured from the outside of the exterior walls, exclusive of porches, basements, attics, patios and a required two car garage.

- c. There shall be no split foyer or split level single family residence constructed in Locust Grove Subdivision.

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

e. A residence constructed on any lot shall also contain an attached two car garage.

3. **NO NEW OR ADDITIONAL STREETS:** No person or lot owner shall propose or create a new passway or street not now shown on the Final Plat of Locust Grove Subdivision, Unit 2, appearing in the Office of the Woodford County Court Clerk In Plat Cabinet C, at Slide 248, or allow a lot of Unit 2 of Locust Grove Subdivision either wholly or partially to be used for a new passway, street or connection, either to property within the subdivision or adjacent property without the express written permission of Locust Grove Subdivision, Inc.

4. **LOCUST GROVE HOMEOWNERS ASSOCIATION:** Each lot in Unit 2, and any past or future lots or units added to Locust Grove Subdivision shall constitute one member and one vote of the LOCUST GROVE Homeowners Association whether single ownership, individual ownership, joint ownership, partnership or corporation, except that the owner of all real property owned by LOCUST GROVE SUBDIVISION, INC, shall have the same number of votes as lots that it owns. The Homeowners Association shall adopt By-Laws which at a minimum shall provide for the annual election of a Board of Directors. The Homeowners Association shall own and accept title to all traffic medians and common areas and common improvements of LOCUST GROVE SUBDIVISION, including the drainage retention maintenance responsibility noted on the plat of LOCUST GROVE SUBDIVISION, UNIT 1 and 2, of record in the Office of the Woodford County Clerk at Plat Cabinet C, at Slide 98 and Slide 248, and upon any past or future units of LOCUST GROVE SUBDIVISION that may be developed.

5. **ASSESSMENT:** Every lot owner shall be required to pay on at least a quarterly basis an annual fee to the LOCUST GROVE Homeowners Association necessary to maintain the common area and common improvements. This assessment may be set, adjusted or increased in accordance with the LOCUST GROVE Homeowners Association regulations. The assessment shall constitute a lien on that lot and any improvements thereon, but shall be subordinated to a First Mortgage or Vendor's Lien placed on the lot. A record of receipts and disbursements made to and from the assessments shall be available for examination by lot owners upon request.

**PURPOSE OF ASSESSMENT.** The assessments for common expenses shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the owners and occupants of units in the Association as may be more specifically authorized from time to time by the Association's Board of Directors. Common expenses should be broadly defined to reinforce this latitude. Assessments may be used to compensate officers and directors only if approved by a majority vote of the members of the Association.

**CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.**

a. Each owner of any lot by acceptance of a Deed therefore, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay the Association:

- (1) Annual assessments or charges, and
- (2) special assessments to be established and collected as

hereafter provided, and

(3) specific assessments against any particular lot which are established pursuant to the terms of these Covenants.

All such assessments, together with charges, interest, costs, and reasonable attorney's fees for collection, in the maximum amount permitted by law, shall be a charge on the lot and shall be a lien upon the lot against which each assessment is made. Such amounts shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. Each owner shall be liable for his or her portion of each assessment coming due while he or she is the owner of a lot and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors; and unless otherwise provided, the assessments shall be paid in quarterly installments.

b. Each owner is allocated a liability for common expenses on a per lot basis.

c. Upon written request to the Association's Board of Directors by an owner or prospective purchaser, the Board or the duly designated agent shall furnish, within a reasonable time, a statement setting forth the amount of unpaid assessments levied against the lot, and may charge a reasonable fee as act by the Board for such service.

d. Acceleration. If an owner shall be in default in payment of an installment of an assessment, including but not limited to the quarterly installments based on the annual budget, the Board of Directors may accelerate the remaining installments upon ten days' written notice to such lot owner, whereupon the entire unpaid balance of such

assessment shall become due upon the date stated in such notice.

e. **Computation of Operating Budget and Assessment.** It shall be the duty of the Association's Board of Directors at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year. The Board shall cause the budget and the assessments to be levied against each lot for the following year to be delivered to each member at least twenty-one (21) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total association membership. Notwithstanding the foregoing, however, in the event that the membership disapproves the proposed budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the current year shall continue for the succeeding year.

f. **Capital Budget and Contribution.** The Board of Directors shall annually prepare a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement costs. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by equal annual assessments over the period of the budget. The capital contribution required shall be fixed by the board and included within the budget and assessment as provided in Section (e) of this Article. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

6. **TEMPORARY SHELTER:** 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. Corner lots shall be considered as having two front sides. No noxious or offensive trade or use nor general nuisances shall be conducted, carried on or permitted on any lot in this subdivision.

7. **ADDITIONAL STREET:** 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.

8. **EASEMENTS:** No 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 and conditions as shown on the Plat. No property owner shall grant access to any utility or public improvement, or grant any easement on any lot without the prior written consent of the Developer.

9. **NO FURTHER SUBDIVISION EXCEPTION:** No lot may be subdivided except on the condition that the extracted portion must be a part of an adjoining lot.

10. **PERPETUAL EASEMENT:** A perpetual and exclusive easement is reserved by the Developer for and to be upon all easements and areas designated on the plat 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 plat.

11. **ANIMALS:** 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 be maintained, provided that they are not kept, bred or maintained for commercial purposes.

12. **RECREATIONAL EQUIPMENT:** No recreational equipment, including boats and boat trailers, travel trailers, pop-up campers or coaches (designed to be mounted on automotive vehicles), motorized dwellings or tent trailers shall be parked or stored on any lot or street. No such equipment shall be used for living, sleeping or housekeeping purposes when parked, or stored on any lot or street. 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. No basketball goals shall be constructed on any lot or right of way such that the street is used as a playing surface.

13. **CABLES:** Television, electric or other utility cable supplying utility services shall be placed underground and no additional poles shall be erected except as a temporary measure during construction. No aerial antennas, TV, radio, or other, are permitted unless special permission is granted in writing by the Developer. Small satellite dishes physically attached to the dwelling and placed in a location that is not visible from the street are allowed to be placed on individual lots.

14. **UNATTACHED BUILDINGS:** There shall be no unattached outbuildings located upon any lot without written approval of the Developer.

15. **MOWING:** 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.

16. **FENCING:** 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. Corner lots shall be considered as having two front sides.

17. **COMMERCIAL ENTERPRISE:** No commercial enterprise of any kind shall be conducted on any lot, and no sign advertising any commercial enterprise shall be erected on any lot.

18. **REZONING:** No application for the zoning or rezoning of any lot shall be filed without the written consent of the Developer.

19. **BOUND BY COVENANTS:** 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 outlined, and any violation shall subject such person or persons to prosecutions or other action against them by the Developer or the owner of any lot or lots in LOCUST GROVE SUBDIVISION, to enforce compliance with these covenants, conditions and restrictions, or for damages as the case may be.

20. **SEVERABILITY:** 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.

21. **DRIVEWAYS:** 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.

22. **REZONING AND FUTURE DEVELOPMENT:** The purchasers, grantees, heirs, successors or assigns of any lot of Locust Grove 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 residential use of any of the real property bordering Locust Grove 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 Locust Grove Subdivision as a result of foreclosure on a real property lien held by such person or entity.

IN WITNESS WHEREOF, note the signature of the Developer of LOCUST GROVE SUBDIVISION, by and through its President, this the day and year first written above.

LOCUST GROVE SUBDIVISION, INC.

By   
MICHAEL LAWSON, PRESIDENT

STATE OF KENTUCKY

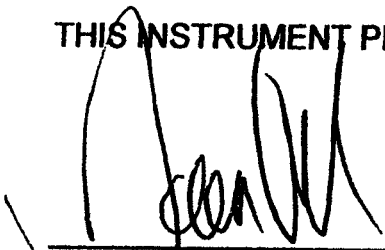
COUNTY OF WOODFORD

The foregoing instrument was sworn to and acknowledged before me by Michael L. Lawson, President of LOCUST GROVE Subdivision, Inc., a Kentucky Corporation, for and on behalf of said Corporation, this the 29 day of November, 1999.

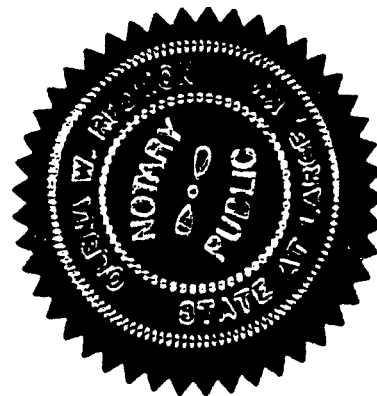
Olana W. Redman  
NOTARY PUBLIC, STATE AT LARGE

MY COMMISSION EXPIRES: 2/16/2000

THIS INSTRUMENT PREPARED BY:



JAMES O. SPRINGATE  
ATTORNEY AT LAW  
112 SOUTH MAIN, SUITE A  
VERSAILLES, KY 40383  
606-873-6799



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 9:55 A M, ON THE  
5 DAY OF November 19 99

CORINE C. WOOLUMS, CLERK  
BY: Phyllis J. Hartley D.C.

Sept. 2008

# Committee Sign-up sheet

tparks913@aol.com

## Social      Front Entrance      Garage Sale      Website

Help plan annual picnic.

Help organize or set date for progressive dinner if you want to continue this or plan another function if desired.

Judge homes for Halloween and Christmas. Obtain gifts or certificates for both and deliver to winners.

*Carol King*  
*Dorlene Easter*

*Barbara Hamilton*

Maintain plantings and add new New foliage as needed. Decorate at Christmas

*Cindy Edman*

Get information to Woodford Sun 2 weeks prior to sale which is 2<sup>nd</sup> . Saturday in June. see that signage is placed at entrance and elsewhere and taken down afterwards.

Interview one family each month for feature On our website; Get info to Melissa Miracle.

*Mark Neumann*