RESTRICTIONS

FOR
UNIT 1A
CROSSWOODS SUBDIVISION

WHEREAS, KINDRED HOMES, INC. a Kentucky corporation, is the owner and developer of the property hereinafter described, and

WHEREAS, KINDRED HOMES, INC. 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, now

THEREFORE, KINDRED HOMES, INC. does hereby make, constitute and establish the following covenants, conditions and restrictions as to the use and occupancy of the property designated as Crosswoods Subdivision, Jessamine County, Kentucky as more particularly described herein:

1. LAND USE AND BUILDING TYPE. 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 stories in height.

2. CONSTRUCTION AND AREA. Any dwelling erected, placed, altered, or permitted to remain on any lot in Crosswoods Subdivision shall be of predominantly masonry construction; provided, however, that Kindred Homes, Inc. does hereby reserve the right but not the obligation to waive this restriction in its sole discretion. The minimum ground floor area of the main structure, exclusive of one-story open porches, garages and carports which may be erected, placed, altered, or permitted to remain on any lot in the subdivision shall be as follows:

(1.) 1,400 square feet for any structure with a 2-car attached garage.

(2.) 1,600 square feet for any such structure with a split-foyer or walk-out basement with a garage on the lower level.

(3.) 1,250 square feet for any split-level structure with a two-car attached garage.

(4.) 1,250 square feet for the ground floor of any one and one-half story structure with a two-car attached garage.

(5.) 1,100 square feet for the ground floor area of any two-story structure with a two-car attached garage.

3. CONSTRUCTION OF DRIVEWAYS. All driveways constructed on any lot in said subdivision shall be of concrete or asphalt as approved by Kindred Homes, Inc.

4. MINIMUM BUILDING LOT. No dwelling shall be erected or placed on any lot unless such lot shall have a width of 100 feet or more at the minimum setback line and the placing of a dwelling on a lot shall conform in every respect to the building lines shown on the recorded plat of Crosswoods Subdivision.

5. NUISANCES. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

6. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, motor home, mobile home, basement of uncompleted structure, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

7. APPROVAL OF BUILDING PLANS. Kindred Homes, Inc. is hereby granted the right but is not obligated to approve all plans, specifications, elevations, and plot plan, including location on lot, for the erection of improvements on all lots in said subdivision.

8. ENFORCEMENT. Enforcement shall be by proceedings by law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

9. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

10. TERM. All of the above restrictions, conditions, and covenants shall be effective until July 15, 2004, after which

time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

11. EASEMENTS. An easement is hereby reserved in favor of Kindred Homes, Inc., its successors and assigns, as described in the recorded plats of said subdivision for the purpose of constructing, maintaining, repairing electric poles and lines, all utilities and drainage facilities, and the right is hereby reserved to enter upon said property at any and all reasonable times for the purposes of installing, maintaining and repairing same.

12. OUTBUILDINGS. No detached building, mobile home, or motor home shall be erected, altered, placed, or permitted to remain on any lot without the prior written consent of Kindred Homes, Inc.

13. FENCES. No fences of any kind shall be permitted within the area between the minimum setback line and the street on which any lot shall front, and no rear fences over five feet in height shall be permitted to be erected or placed on any lot.

14. AREA PROTECTED. The above restrictions, covenants and conditions shall apply to Unit 1A of Crosswoods Subdivision as shown on the plat thereof recorded in the Jessamine County Court Clerk's Office. in Plat Book 7, Page 32.

IN TESTIMONY WHEREOF, Kindred Homes, Inc. has caused these restrictions to executed on the 3 day of June, 1976

KINDRED HOMES, INC.

By: F. D. Kindred
F. D. Kindred, President

STATE OF KENTUCKY)
) Sct.
COUNTY OF FAYETTE)

The foregoing instrument was acknowledged before me on this 3 day of June, 1976, by F. D. Kindred, president of Kindred Homes, Inc., on behalf of said Company.

STATE OF KENTUCKY)
COUNTY OF JESSAMINE) SCT My commission expires November 13th 1978

Carol R Perkins
Notary Public STATE AT LARGE

I, ROGER WILLIAMS, CLERK OF JESSAMINE COUNTY COURT, HEREBY CERTIFY THAT THE FORECOING INSTRUMENT HAS BEEN FILED IN MY OFFICE FOR RECORD. AT 12:23 P. M. ON THE 3rd. DAY OF June, 1976.
Roger Williams CLERK
BY: Quira D.C.