

1981

RESTRICTIONS

BOOK 177 PAGE 567

FOR UNIT 2A & 2B

CROSSWOODS SUBDIVISION

WHEREAS, KINDRED HOMES, INC., a Kentucky Corporation is the owner and developer of a 250 acre tract of land lying on the North side of Brannon Road at the intersection of Brannon Road and Harrodsburg Road; 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 said property, same being designated as a portion of Crosswoods Subdivision, Jessamine County, Kentucky, as more particularly described herein:

1. LAND USE AND BUILDING TYPE. Only one detached single-family dwelling not to exceed two stories in height, shall be erected, altered, placed or permitted to remain on any lot and no lot shall be less than one acre in size.

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, basement of uncompleted structure, tent, shack, garage, barn or other outbuilding 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. Invalidity 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, 2001, after which

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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 shall be erected, altered, placed, or permitted to remain on any lot without the prior written consent of Kindred Homes, Inc.

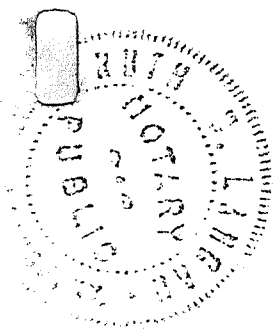
13. FENCES. No fences of any kind shall be permitted within the area between the minimum setback line and the street on which any lot shall front, and no rear fences over six feet in height shall be permitted to be erected or placed on any lot.

14. AREA PROTECTED. The above restrictions, covenants and conditions shall apply only to Unit 2A Crosswoods Subdivision as shown on the plats thereof now filed or hereafter to be filed in the Jessamine County Court Clerk's Office.

IN TESTIMONY WHEREOF, Kindred Homes, Inc. has caused these restrictions to be executed on this 10 day of APRIL, 1981.

KINDRED HOMES, INC.

BY: F. D. Kindred
F. D. Kindred, President



STATE OF KENTUCKY)
COUNTY OF FAYETTE) Sct.

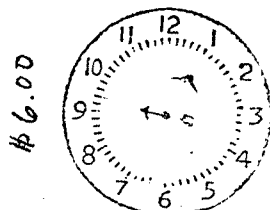
The foregoing instrument was acknowledged before me on this 10 day of APRIL, 1981, by F. D. Kindred, president of Kindred Homes, Inc., on behalf of said Company.

Prepared by: F. D. Kindred
F. D. Kindred
357 Waller Ave.
Lexington, Ky. 40504

My commission expires July 19, 1983

Ruth H. Langan
Notary Public

SEP 22 '81 PM



ROGER WILLIAMS
JESSAMINE COUNTY CLERK
FILED

STATE OF KENTUCKY)
COUNTY OF JESSAMINE)

I, ROGER WILLIAMS, CLERK OF JESSAMINE
COUNTY COURT, HEREBY CERTIFY THAT
THE FOREGOING INSTRUMENT HAS BEEN
FILED IN MY OFFICE FOR RECORD, AT
1:47 P.M. ON THE 22nd DAY OF
September, 1981

BY: Roger Williams CLERK
Kathryn Adams D.C.

