

RESTRICTIONS
FOR UNIT 2E and 2F
CROSSWOODS SUBDIVISION

WHEREAS, Cecil R. Perkins is the owner and developer of a 41 acre tract of land lying on the North side of Brannon Road at the intersection of Brannon Road and Harrodsburg Road; and

WHEREAS, Cecil R. Perkins 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, Cecil R. Perkins 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 Cecil R. Perkins does hereby reserve the right, but not the obligation, to waive this restriction in his 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. 1,700 square feet for any structure with a 2-car attached garage

2. 1,900 square feet for any such structure with a split-foyer or walk-out basement with a garage on the lower level.

3. 1,600 square feet for any split-level structure with a two-car attached garage.

4. 1,500 square feet for the ground floor of any one and one-half story structure with a two-car attached garage.

5. 1,250 square feet for the ground floor area of any two-story structure with a two-car attached garage.

4. MINIMUM BUILDING LOT. No dwelling shall be erected or placed on any lot unless such lot shall have a width of 75 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. Cecil R. Perkins is hereby granted the right but is not obligated to approve all plans, specifications, elevations, and plotplan, 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 August 15, 2003, 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 Cecil R. Perkins, 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 Cecil R. Perkins.

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 2E and 2F Crosswoods Subdivision as shown on the plats thereof now

IN TESTIMONY WHEREOF, Cecil R. Perkins has caused these restrictions to be executed on this 23rd day of August, 1983.

Cecil R. Perkins
CECIL R. PERKINS

STATE OF KENTUCKY)
) SCT.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me on this the 23rd day of August, 1983, by Cecil R. Perkins.

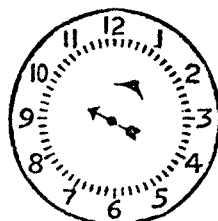
My Commission expires: April 17, 1987.

Eileen S. Keeton
NOTARY PUBLIC-STATE AT LARGE

Prepared by:

Cecil R. Perkins
CECIL R. PERKINS
ROUTE 1, SHALA MAR ESTATES
WINCHESTER, KY 40391

AUG 23 '83 PM



MILDRED H. WILLIAMS
JESSAMINE COUNTY CLERK
FILED

STATE OF KENTUCKY }
COUNTY OF JESSAMINE }
I, MILDRED H. WILLIAMS, CLERK OF JESSAMINE
COUNTY COURT, HEREBY CERTIFY THAT THE
FOREGOING INSTRUMENT HAS BEEN FILED IN MY
OFFICE FOR RECORD, AT 12:49 P.M. ON
DAY OF August 23, 1983
BY: Mildred H. Williams CLERK
Johnetta P. Ogden D.C.